



Request for Proposals Number 2024-458 Laurens County South Carolina

Sealed Bids must be delivered to the Office of Purchasing, Office address below, or mailed to the mailing address below. **Facsimile and other electronic forms of Bids will not be accepted.** All sealed Bids must be received by **10:00am, EST., December 30, 2024**, and then will be publicly opened. Sealed Bids are subject to the conditions and all provisions set forth herein and attached. All qualified Bidders are invited to submit bids to Laurens County for the following:

LAURENS COUNTY DISASTER RECOVERY PUBLIC ASSISTANCE CONSULTANT

Description of Project: Laurens County is seeking proposals from qualified vendors for Disaster Recovery Public Assistance.

Submit: One (1) unbound original and six (6) unbound copies of the Bid, no tabs, must be received on or before **10:00am, EST., December 30, 2024.**

Address To: Laurens County Government
Purchasing Department
Attention: William Wilson, Public Works/Purchasing Director

Mailing Address: P.O. Box 445
Laurens, South Carolina 29360

Office Address: 100 Hillcrest Square
Administration Suite
Laurens, South Carolina 29360

Mark Envelope: Outside of sealed Bid envelope must be marked:
“RFP-LAURENS COUNTY DISASTER RECOVERY PUBLIC ASSISTANCE CONSULTANT” followed by your firm name and address.

Deadline Enforced

Bids or withdrawal requests, received by the Purchasing Department after the time and date set for receipt of bids, are late and WILL NOT be accepted. Late bids are void and will be returned unopened to the Bidder, regardless of when they were mailed or delivered. It is the Bidder’s responsibility to ensure timely receipt by the Purchasing Department of a bid.

Bid Submittal Documents Checklist:

Items must be provided, in the order listed, as a Bid package, or Bid may be disqualified. Bid shall not exceed, with requested options, 50 pages. Provide one original and three copies of ALL submittal documents, all unbound, no tabs.

All fifteen (15) Bid submittal documents must be included with the bid, or Bid may be disqualified.

1. Bid for RFP- (Exhibit B)
2. Project Schedule (detailed schedule, to include critical path)
3. Corporate / Company Resolution (check box on Exhibit B – if applicable, See Sample Exhibit C)
4. Bidder Information:
 - a. Bidder shall provide list of locations and total number of employees.
 - b. Type of Organization (Check the applicable box):
 - Sole Proprietorship
 - Partnership
 - Corporate entity (not tax-exempt)
 - Corporate entity (tax-exempt)
 - Government entity (Federal, State or Local)
 - Other _____
5. Bidder's Fraud Acknowledgment Form - (Exhibit E)
6. Drug Free Workplace Act Statement – (Exhibit F)
7. Good Faith Effort Document (Exhibit G)
8. Self-Performance Affidavit (Exhibit H)
9. Certificate of Insurance – (Exhibit I, contains an example)
10. Existence of Subcontractors Form – (Exhibit J)
11. Experience/ References – (Exhibit K)
12. Bidder must be registered with County [Bidder must complete or update Vender Registration Form and W-9] – (Exhibits L & M)
13. Worker's Compensation Statement of Independent Contractor – (Exhibit N)
14. Laurens County Standard Contract – (Exhibit O)
15. Statement of Qualifications

General Terms and Conditions

Term of Bid: Any bid submitted as a result of this Request for Proposals (RFP) shall be binding on the Bidder for sixty (60) calendar days following the specified opening date. Any bid for which the Bidder specifies a shorter acceptance period will be rejected. At the end of the sixty (60) calendar day period, bids may be withdrawn by submitting a written request to the Procurement Manager. The written request to withdraw the bid must be received, regardless of when it was mailed, by the Procurement Manager within five (5) calendar days after expiration of the sixty (60) calendar day period, or the bid shall remain in effect until an award is made or the RFP is cancelled.

Every effort has been made to ensure that all information needed is included in this document. If the Bidder finds that they cannot complete its response without additional information, it may submit written questions or requests for clarification to the County Purchasing Department at the addresses listed on page 1 or submit questions by email to Autumn Taylor, Deputy Purchasing Agent, at ataylor@co.laurens.sc.us. Written questions shall be submitted at least five (5) calendar days prior to bid's submission date. Questions submitted after this date will be rejected as not timely. Where the Bidder fails to seek clarification, the County's interpretation shall control. The Bidder agrees it will not make any claim for, or have right to withdraw its bid because of any misunderstanding or lack of information. Bids are not to have any exclusions. Exclusions will come from Laurens County in the form of an addendum. **Any bids received with exclusions will not be accepted.**

Bidders are specifically directed NOT to contact any other County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to follow this requirement may be grounds for rejection of the bid.

The County will not be responsible for or bound by any oral instructions made by an employee(s) of the County in regard to this RFP.

Any statements made by an employee(s) of the County, which may materially change any portion of the RFP, shall not be relied upon unless they are issued as written addendum to the RFP.

A bid received by Laurens County is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. Bidder(s) shall visibly mark as "Confidential" each part of their bid which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina – the Freedom of Information Act (FOIA). The "Confidential" mark should be in bold font of at least 12-point type, in the upper right hand corner of each page. If any part is designated as "Confidential," there must be attached to that part an explanation of how the information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this may be brought against the County or its agent for its determination in this regard. **MARKING YOUR ENTIRE BID CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT ABSENT EXPLANATION PROVIDING AN EXEMPTION UNDER SECTION 30-4-40.**

Purchasing Regulations: This solicitation is subject to the provisions of the Laurens County Procurement Ordinance and any revisions thereto. A copy of the Procurement Ordinance may be obtained from the County's webpage (<https://laurenscounty.us>) or from the Purchasing Department (864) 984-6812.

Applicable Laws and Compliance: This RFP and any proposal submitted in response thereto shall be governed in all respects by the laws of the State of South Carolina. The Bidder shall comply with applicable Federal, State, and local laws and regulations. By submitting this bid, the Bidder certifies it is currently and will remain in compliance with:

The Federal Civil Rights Act of 1964, as amended;
The Federal Immigration Reform and Control Act of 1986;
The Americans with Disabilities Act

Bidder is responsible for securing all required business licenses and permits. If requested, Bidder will furnish a copy to the County.

Public Record: Upon award, or Protest, copies of the bids will be made available for public inspection, under the supervision of County Purchasing Department staff, from 8:30 a.m. until 5:00 p.m., Monday through Friday, at 100 Hillcrest Square Administration Suite Laurens, South Carolina.

Debarment Status: By submitting a bid, Bidders assert that they are not currently debarred from proposing on contracts by any agency of the State of South Carolina, nor are they an agency of any person or entity currently debarred from submitting bids on contracts by an agency of the State of South Carolina.

Bidder Responsibility: The Bidder must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in this RFP, but which is not specifically designated as a Laurens County responsibility, is a responsibility of the Bidder's operation, and the Bidder must include these in the response to this RFP.

Disclosure of Conflicts of Interest or Unfair Competitive Advantage: Bidder warrants and represent that bid identifies and explains any unfair competitive advantage Bidder may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from participation in this competition or receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If Bidder has an unfair competitive advantage or a conflict of interest, the County may withhold award. Before withholding award on these grounds, a Bidder will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

Bidder Qualification: The Laurens County Government may make such reasonable investigations, including inspections of the Bidder's physical plant, as deemed proper and necessary to determine the ability of the Bidder to perform stipulated contract work and the Bidder shall furnish the Laurens County Government all such information and data for this purpose as may be requested.

Project Schedule: Based on the days to complete listed on the bid, provide a detailed schedule for completion to include the critical path.

Fraud Policy: Bidders submitting bids to Laurens County Government must review the County's policy related to fraudulent activities and acknowledge their responsibilities for protection against acts of fraud in the conduct of business.

Insurance: By submitting a bid, Bidder agrees to maintain and keep in force during the life of any Contract awarded pursuant to this RFP, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Commercial General Liability:

\$1,000,000 per occurrence – (Coverage shall include bodily injury or accidental death and property damage)*

Comprehensive Automobile Liability:

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non- owned and hired)*

Statutory Worker's Compensation:

Coverage – (Shall apply to all applicable State of SC laws)

Employers Liability:

\$500,000 Each Accident*

\$500,000 Disease, Per Employee*

\$500,000 Disease, Policy Limit*

Professional Liability Insurance:

\$1,000,000 per occurrence (if applicable)

Umbrella Policy:

N/A

* A combination of Umbrella/ Excess and primary limit may be used to provide coverage for the amount shown.

Bidder will provide County a minimum of thirty (30) days advance notice in the event the insurance policies (or an insurance policy) are changed or canceled.

Bidder certifies to the County that all subcontractors approved to perform work on this project comply with all of the requirements in this Section.

Certificate of Insurance: A copy of current Certificate of Insurance must be included with the bid. Certificates of Insurance for all such policies shall be provided by the Bidder's insurance agent or broker within ten (10) working days from the date of Notice of Award and shall meet the following requirements:

- (i) LAURENS COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on Commercial General Liability and any

Umbrella policies, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance.

- (ii) **WAIVER OF SUBROGATION.** As a part of the Certificate of Insurance requirement the Bidder shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Laurens, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the Bidder. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
- (iii) All Certificates of Insurance submitted shall provide on the face of the certificate reference to COUNTY's RFP# 2024-458.

Subcontractors: Bidder shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Bidder proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed Subcontractor, with the proposed scope of work which its Subcontractor is to undertake. Alternatively, the Bidder shall provide a statement that there are no subcontractors.

Service Providers: When applicable, list up to three independent firms, within 300 miles of the Laurens County that can provide service work to the Bidder's system. Provide names and direct telephone numbers.

References: The County requires Bidders to list at least three (3) references, names, addresses and telephone numbers of contact persons for other companies in South Carolina or neighboring states with whom the bidder has performed or provided similar work, service or product (ie. currently operate the same model number of equipment being proposed) **within the last five years.** References should be listed on Exhibit K.

Experience: List five jobs, similar in size, completed by Bidder, within 100 miles of Laurens County, **for Governmental entities.** List dollar amount, brief description reference name and phone number for each job.

Contractor Qualifications: When applicable a Contractor Qualification Form will be required requesting the following information:

- a. SIC/ NAICS Code
- b. OSHA Recordable Incident Rate
- c. EMR Rate – Provide letters from insurance companies listing proposer and subcontractor EMR ratings. EMR rating letters must be on insurance company letterhead.
- d. Worker's Compensation Loss Run

Factors (a) through (d) shall be used in conjunction with other required submittal documents as part of the determination process. The County reserves the right to evaluate in its absolute discretion the information submitted.

South Carolina License: Bidder is required to submit a copy of its current State of South Carolina license, as necessary for the goods and/or services being procured.

Bid Bond: If applicable, Bidder shall submit with their bid a bid bond, when applicable, in the amount of five percent (5%) of the bid price. This bond may be in the form of Certified Check, Cashier's Check or Bank Money Order of any national or state bank and shall be made payable to Laurens County. Bids submitted without being accompanied by any of the foregoing, as required, shall be considered non-responsive and will be rejected. Any bid accompanied by a bid bond not properly executed in the opinion of the Procurement Manager, may be rejected. The bond will be forfeited to the County by the successful Bidder as liquidated damages in case a bid award is made to that Bidder and the contract and bond are not properly executed within 15 days, unless extended by the County.

A check or money order will be returned to the unsuccessful bidders after award and will be returned to the successful Bidder after acceptance of the final contract and surety by the Bidder.

Performance and Payment Bond: If applicable, the successful Bidder, within three (3) working days after acceptance of the Bidder's offer by the County, shall furnish a satisfactory performance and payment bond, when applicable, in the amount of the total bid price. The performance and payment bond must be received by the county prior to the issuance of the executed contract and Notice to Proceed. The three (3) working days may be extended upon written approval by the Procurement Manager. A copy of the written approval shall be transmitted to the successful bidder stating the terms of any extension. In the event that the Bidder fails to deliver to the Purchasing Department the performance and payment bond in said period of three (3) working days after acceptance of the Bidder's offer by the County, then the bid bond of the Bidder shall be retained by the County in its entirety and the award will be withdrawn from the Bidder. The Bond must be in a format approved by the County before it is made effective. The successful Bidder shall have a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond will insure that the successful Bidder will promptly make payments to all persons supplying labor or materials to the Bidder; and shall guarantee to indemnify and save the County, its officers, divisions and employees harmless from all costs, damages and expenses growing out of or by reason of the successful Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies.

A letter from a South Carolina Banking Institution stating the Bidder has the ability to obtain an Irrevocable Letter of Credit in amount of the bid is an acceptable substitute. The South Carolina Banking Institution who issues the letter stating the Bidder has the ability to obtain an Irrevocable Letter of Credit must be a financial institution insured by the FDIC or FSLIC.

An Irrevocable Letter of Credit, made out to Laurens County, in the full amount of Bid, will be an acceptable substitute. The Letter of Credit will be subject to the same terms and conditions set forth above for Bonds. The Irrevocable Letter of Credit shall be issued by a financial institution insured by the FDIC or FSLIC.

At the end of the job, all of the Bidder's subcontractors shall send a letter, on company letterhead, that they have been paid in full and Laurens County can release the performance/payment bond.

Ability to Obtain Performance Bond: If applicable, Bidder shall provide a letter from a bonding company authorized to transact business in the State of South Carolina as a surety stating the Bidder has the ability to obtain a performance/payment bond in amount of the bid.

Independent Contractor: The selected Bidder shall be legally considered an independent contractor and neither the Bidder nor its employees shall, under any circumstances, be considered employees of the County; and the County shall at no time be legally responsible for any negligence or other wrong doing by the Bidder or its employees. The County shall not withhold from the contract payment to the Bidder any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Bidder. Further, the County shall not provide to the Bidder any insurance coverage or other benefits, including Worker's Compensation.

The County shall have the right to reject any Subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. Bidder shall not enter into any cost reimbursable agreements with any proposed Subcontractor without County's prior written authorization. Notwithstanding any consent by the County to a proposed subcontract, Bidder shall remain responsible for all subcontracted work and services. Bidder agrees it shall be as fully responsible to the County for the acts and omission of its Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Bidder. Neither this provision, the agreement, the County's authorization of Bidder's agreement with Subcontractor, County's inspection of a subcontractor's facilities or work, or any other action taken by the County in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the County. Bidder shall include in each of its subcontracts a provision embodying the substance of this provision and provide a copy, upon request, to the County before commencement of any work by a Subcontractor. Bidder's refusal to comply with this provision shall be grounds for the County's termination of this agreement for default, without notice or opportunity to cure.

In addition, Bidder indemnifies and holds the County harmless from and against any claims (threatened, alleged or actual) made by any Subcontractor of Bidder (of any tier) for compensation, damages or otherwise, including any cost incurred by the County to investigate, defend or settle any such claim.

Award:

Evaluation:

Laurens County shall evaluate each of the bids using the criteria set forth in Exhibit D attached hereto. The County reserves the right to request Bidders to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The additional presentations, if any, will also be scored and combined with prior scoring to determine the successful Bidder.

Award Criteria:

The contract, if awarded, will be offered to the Bidder that meets the requirements and criteria set forth in the RFP.

LAURENS COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, TO GIVE THE BIDDER THE OPPORTUNITY TO CURE ANY DEFICIENCY RESULTING FROM A MINOR INFORMALITY OR IRREGULARITY IN A BID OR WAIVE ANY DEFICIENCY, AS SET FORTH IN THE COUNTY PROCUREMENT ORDINANCE.

Notice of Intent to Award:

If awarded, the Notice of Intent to Award shall be emailed to all Bidders once a decision to award is made. This Notice of Intent to Award shall begin the time to protest the decision to award in accordance with Laurens County Code of Laws Section 2-736.

Notice of Award:

If awarded, the Notice of Award will be emailed to all Bidders once a decision to award is made.

Exhibit A

SCOPE OF WORK / SERVICES TO BE PROVIDED

The Bidder who is awarded the contract shall perform and carry out; those services necessary to complete the **LAURENS COUNTY DISASTER RECOVERY PUBLIC ASSISTANCE CONSULTANT**.

At a minimum, this work shall include:

Laurens County is in need of comprehensive disaster recovery and mitigation technical and administrative services in response to Presidentially Declared Disaster Helene, DR-4829-SC. Laurens County seeks services and support for the administration of the FEMA Public Assistance Program and FEMA Hazard Mitigation Assistance.

All vendors submitting proposals for this RFP are required to be registered with SAM.gov. Vendors should also provide a Lump Sum Proposal for services.

The winning bidder will perform tasks aligned with the following general service areas.

- Support and services for requesting and receiving financial assistance under the FEMA Public Assistance (PA) Program
- All other tasks as may be requested to facilitate the Public Assistance Process as noted below (1ST 2 STEPS ARE ALREADY COMPLETE):

Steps	Outcome
Applicant Briefing	Within 30 days of declaration - provides education on program, deadlines, eligibility factors, grant administration, and what to expect
Request for Public Assistance (a.k.a. RPA)	This is FEMA's application for becoming an eligible applicant and must be submitted within 30 days of the declaration date in FEMA's Grant's Portal
Applicant Impact Survey	Within 1 to 2 weeks of RPA submission, this is an introductory call from FEMA to get a footprint of the type of damages the Applicant has experienced and schedule the Recovery Scoping Meeting
Recovery Scoping Meeting	Occurs within 14 days of the Exploratory Call, is lengthy, and includes all stakeholders for every project the Applicant desires funding be awarded
Gather Project Data	A 60-day time-period beginning at the conclusion of the Recovery Scoping Meeting for the applicant to identify all damages and gather supporting documentation
Applicant Review	An opportunity for the Applicant to review all reported damages in a project and supplied documentation prior to being submitted for project development
Project Development	All compiled data is used to develop the project's scope of work, cost, and any special considerations (environmental)
Final Review	Final opportunity for Applicant and Recipient to review the finished project before awarding
Award	Provided by Public Assistance Specialist to Applicant

CONTRACT TERM:

The term for this contract will be for the period of one (1) year with automatic renewals for up to an additional four (4) years, not to exceed a total of five (5) years. The vendor may notify the County in writing not less than sixty (60) days of the expiration date if they wish to terminate.

ADDITIONAL PROVISIONS:

The following is a list of frequent compliance issues with Federal procurement requirements when Tribal or local government or private nonprofit (PNP) Applicants use cooperative purchasing programs for procurements. If an Applicant plans to use Federal funds to pay or reimburse equipment expenses or services under a contract, that contract must contain the applicable clauses described in Appendix II to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. Additionally, FEMA recommends certain contract clauses recommended by FEMA. This appendix outlines the federally required contract provisions in addition to FEMA recommended provisions applicable to PA applicant contracts. For some of the required clauses, sample language or references to find sample language are listed below. Sample language for certain required clauses (remedies, termination for cause and convenience, changes) is not listed since these must be drafted in accordance with the non-Federal entity's applicable local laws and procedures. For the clauses which require that exact language be included, the required language is specifically identified below. The non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

REMEDIES: Applies to all FEMA grant and cooperative agreement programs.

Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, A.

TERMINATION FOR CAUSE AND CONVENIENCE: Applies to all FEMA grant and cooperative agreement programs.

All contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity, including how it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, B.

EQUAL EMPLOYMENT OPPORTUNITY: This requirement applies to all FEMA grant and cooperative agreement programs and exact language below is required.

Standard: Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.

Key Definitions:

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "Federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Required Language: 41 C.F.R. Part 60- I .4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; Layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions disclose the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order I 1246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order I 1246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order I 1246 of September 24, 1965, and such other sanctions may be imposed, and remedies invoked as provided in Executive Order I 1246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order I 1246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. *Provided*, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the

administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order I 1246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Suggested Language: 29 C.F.R. S 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability/or unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory). for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The **(write in the name of the Federal agency or the loan or grant recipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT: This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

Standard: If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, G.

Suggested Language: The following provides a sample contract clause

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.
2. The contractor agrees to report each violation to the **(name of applicant entering into the contract)** and understands and agrees that the **(name of the applicant entering into the contract)** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.
2. The contractor agrees to report each violation to the **(name of applicant entering into the contract)** and understands and agrees that the **(name of the applicant entering into the contract)** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION: This requirement applies to all FEMA grant and cooperative agreement programs.

Standard: Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension)

Requirements:

1. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and 2 C.F.R. §§ 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov; See 2 C.F.R. §180.530.
2. In general, an "excluded" party cannot receive a federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
3. Specifically, a covered transaction includes the following contracts for goods or services:
 - a. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - b. The contract requires the approval of FEMA, regardless of amount.
 - c. The contract is for federally required audit services.
 - d. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

Suggested Language: The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. §

180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT: This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Standard: Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the Federal awarding agency.

Suggested Language:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification: If applicable, contractors must sign and submit to the non-Federal entity the following certification.

APPENDIX A 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

- Certification for Contracts, Grants, Loans, and Cooperative Agreements
- The undersigned certifies, to the best of his or her knowledge and belief, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

PROCUREMENT OF RECOVERED MATERIALS: This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

Standard: A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II, J; and 2 C.F.R. § 200.322.

Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Suggested Language:

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

RECOMMENDED CONTRACT PROVISIONS

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, FEMA recommends the following for PA applicant contracts:

ACCESS TO RECORDS.

Standard: All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing OHS access to records, accounts, documents, information, facilities, and staff. Recipients must give OHS and FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, FEMA is prohibited from providing

reimbursement to any SLTT government, or PNP organization for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Suggested Language:

Access to Records. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide Laurens County the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES: FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

Standard: To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

DHS SEAL, LOGO, AND FLAGS: FEMA recommends that Applicants include a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Standard: Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See OHS Standard Terms and Conditions: Version 8.1 (2018).

Suggested Language: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of OHS agency officials without specific FEMA pre-approval."

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS: FEMA recommends that Applicants include an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

Standard: The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

Suggested Language: "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

NO OBLIGATION BY FEDERAL GOVERNMENT FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Standard: FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

Suggested Language: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

After award of purchase order, any changes that result in additional cost to Laurens County must be submitted in writing to William Wilson at bwilson@co.laurens.sc.us for prior written approval. Do not proceed with any changes until written notification to proceed is in hand.

Underserved Business Entities Participation:

- a) Underserved Business Entity (“UBE”) – Vendors submitting responses are encouraged to solicit UBE participation in fulfilling their contract. Indicate in your response whether you are a certified UBE firm; whether you will have a certified UBE partner; and any UBE areas of involvement for monitoring purposes.
- b) The County recognizes the following certifications:
 1. Small and Minority Business Contracting and Certification (SMBCC Certification) (<http://osmba.sc.gov/directory.html>); or
 2. Disadvantaged Business Enterprise (DBE Certification) <http://dbw.scdot.org/dbesearch/DirectoryQuery.aspx>; or
 3. Small Business Enterprise (SBE Certification) <http://dbw.scdot.org/dbesearch/DirectoryQuery.aspx>
- c) The successful vendor will comply with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin or physical handicap.

Laurens County Underserved Business Entity (UBE) Policy is as follows:

SUBCONTRACTING WITH DISADVANTAGED BUSINESS ENTERPRISES

The County of Laurens expects all their general contractors to show a good faith effort in subcontracting to small, minority, handicap, and women’s businesses for all of the County’s contracts. It is the policy of the County of Laurens to provide disadvantaged business enterprises equal opportunity to participate in all aspects of the County’s contracting and purchasing programs, including—but not limited to— participation on procurement contracts for commodities and services as well as contracts relating to construction, repair work, and/or any procurement functions whatsoever.

It is further the policy of the County of Laurens to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination.

Definition of small businesses, minority business, handicap business, and women’s businesses is defined as follows:

Small businesses are those businesses that fall in the category of small by the Small Business Administration Criteria.

Minority Business Enterprise will mean a business that is owned and controlled by one or more socially disadvantaged persons. Such persons include—but not limited to—African Americans, Native Americans, Asian Americans, Puerto Ricans, Hispanics, American Eskimos and Aleuts.

Handicap businesses are those businesses which are 51% owned and controlled by handicapped people. Women’s businesses are those businesses which are 51% owned and controlled by women.

It is the County of Laurens’ policy to award a fair share of all contracts to small, women’s groups, handicap, and minority business firms. Accordingly, affirmative steps must be taken by its contractors to assure that small, women, handicap, and minority businesses are utilized whenever possible as sources for supplies, equipment, construction, and services. Affirmative steps shall include the following:

Furthermore, in accordance with State Set-Aside Law (SC Code Section 12-28-2930):

A minimum of five (5%) percent of this contract is set-aside for qualified and certified Minority Business Enterprises (MBE's) or Women Business Enterprises (WBE's). The prime contractor shall provide documentation of MBE and WBE contract amounts by completion of the MBE/WBE certification form to be submitted with the Contract Proposal Form. If the prime contractor is unable to meet the MBE/WBE goals, the prime contractor/bidder shall (prior to the award of contract) provide documentation that affirmative steps were taken to solicit MBE/WBE participation. This documentation must be in writing and confirm that significant effort was made to include MBE/WBE participation. Failure to make such significant effort may be grounds for disqualification of any bid.

Affirmative steps may include but are not limited to the following:

- Including qualified small, women, handicap, and minority businesses on solicitation list.
- Assuring that small, women, handicap, and minority businesses are solicited whenever they are potential sources.
- When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, women, handicap, and minority business participation.
- When requirements permit, establishing delivery schedules which will encourage participation by small, women, handicap, and minority businesses.

If any subcontracts are to be let, we will require the prime contractor to show good faith efforts in the affirmative steps shown above.

Exhibit B

INSTRUCTIONS TO BIDDERS

1. Enter Bidder's name on any specifications or descriptive papers submitted with this bid.
 2. Show trade name or brand of any article included in the specifications.
 3. When required, furnish samples, free of expense, prior to the bid opening. Label each sample with Bidder's name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, please indicate such in writing at the time of submission of the sample.
 4. Bids must be submitted on this form. Bids made otherwise will be subject to rejection.
 5. Lump sum bid price must include the amount of **ALL FEES** charged by Bidder. Bids that do not include all fees will be rejected.
 6. Lump sum bid price must include the amount of **ALL TAXES**, including any South Carolina state sales tax and any use tax which may be owed by Laurens County as a result of this bid. Bids which do not include all taxes will be rejected.
 7. Lump sum bid price must include **ALL COSTS OF TRANSPORTATION AND DELIVERY** to the required destination. Bids which do not include all costs of transportation and delivery will be rejected.
 8. This bid is subject to the Laurens County Procurement Ordinance, this Request for Proposals (RFP) and the attached County contract.
 9. If someone other than an officer of the corporation/company will be signing the contract, a corporate/company resolution **MUST** be attached to the bid authorizing the individual to sign. Bids that do not include a corporate/company resolution, when required, will be subject to rejection.
 10. This RFP provides basic information regarding the County's requirements. Items that are not specifically requested in this RFP but are necessary to provide the goods/services requested, must be included in the Lump Sum Bid Price.
-
-

BID FOR RFP# 2024-458

**LAURENS COUNTY
DISASTER RECOVERY PUBLIC ASSISTANCE CONSULTANT**

Bidder has examined this RFP, the Advertisement for this RFP, and the following Addenda (receipt of which is hereby acknowledged):

Company Name: _____

By: _____ (Signature)

_____ (Printed Name)

Title: _____

Date: _____

Address: _____ Email: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Check box if corporate/company resolution attached (See Instruction 9 above).

Addenda Number: _____ **Date:** _____

Addenda Number: _____ **Date:** _____

TOTAL LUMP SUM PRICE: \$ _____

Cost for _____ as an option: \$ _____

Cost for _____ as an option: \$ _____

Cost for _____ as an option: \$ _____

TIME FOR PERFORMANCE: _____ **days**

Exhibit C

Sample of Corporate / Company Resolution

A RESOLUTION

FOR THE PURPOSE OF AUTHORIZING _____ TO EXECUTE AN
CONTRACT WITH LAURENS COUNTY

WHEREAS, _____ will or has submitted a bid/proposal to Laurens
County for the purpose of providing goods or services; and

WHEREAS, _____ may be or has been awarded a contract to provide good
or services to Laurens County; and

NOW THEREFORE BE IT RESOLVED that the Board of Directors (or other appropriate
governing body) of _____ does hereby approve and authorize
_____ (Name of Individual) to execute a contract with Laurens County in an
amount not to exceed \$ _____.

ADOPTED AND APPROVED this ____ day of _____, 20__.

[INSERT NAME OF ORGANIZATION]

ATTESTED

By: _____ (signature)

_____ (printed name)

Title: _____

Exhibit D

EVALUATION / AWARD CRITERIA

All bids submitted and accepted in accordance with this RFP will be evaluated based on the following criteria. This list is in no particular order.

- Responsiveness to this RFP
- Cost
- References
- Previous experience on projects of similar size and scope

Exhibit F

DRUG FREE WORKPLACE ACT STATEMENT

The undersigned hereby certifies on behalf of the company listed below that it is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47 and the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 23, 2003, 68 FR 66534).

(Name of Corporation or Entity)

By: _____ (Signature)

(Print name)

Title: _____

Date: _____

Exhibit G

GOOD FAITH DOCUMENTATION MUST ACCOMPANY THE RFP DOCUMENT

**This form and supporting documents are due with the bid package,
if not self-performing 100% of the work.**

Laurens County, hereby, notifies all proposers/bidders that it will affirmatively ensure that all underserved business enterprises will be afforded full opportunity to submit proposals/bids in response to this request/invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award. Each proposer shall attest that they engaged in good faith efforts in an endeavor to achieve the County's UBE goals.

Include copies of the written notice to UBEs notifying them of bid opportunities. Notices only need to be sent to those subcontractors and suppliers offering the services which the bidder intends to subcontract and purchase. Notices can be e-mailed or faxed. If emailed, the notice may be sent to all applicable subcontractors with one email. If faxed, include a copy of the fax transmittal confirmation slip.

The notice should contain the following:

- Bidder's name and contact information
- Project name and number
- Scope of work/bid packages available for subcontracting

List of Contacts (use additional pages if needed):

	Company	Contact Name	Email	Phone
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

The undersigned acknowledges making a good faith effort to comply with the above areas checked.

Name of Company

Owner or Authorized Representative Name

Signature

Title

Date

Exhibit H

Underserved Business Entity Self-Performance Affidavit

If self-performing 100% of the entire project with your own workforce/staff on your payroll, complete and return this form with your bid/proposal package. If self-performing all work, you do not need to solicit UBEs.

I hereby certify my company's intent to self-perform 100% of the work required for the referenced project:

Project Name: _____

Project Number: _____

By signing this affidavit, I further certify that my company has the capability to perform and will perform all elements of the work on the project referenced above with my company's employees.

I further agree to provide additional information or documentation requested by Laurens County in support of the above statement.

If a need to subcontract work on this project arises, I will notify the Laurens County Purchasing Department in writing via email to ataylor@co.laurens.sc.us within two (2) business days after submission of the bid.

Name of Company

Owner or Authorized Representative Name

Signature

Title

Date

State of _____
County of _____

Subscribed and sworn to before me
this _____ day of _____,
_____, 20_____

Notary Public _____
My Commission Expires _____

Exhibit I

EXAMPLE OF CERTIFICATE OF INSURANCE

<p>CERTIFICATE OF SELF INSURANCE</p> <p>ISSUED BY: South Carolina Association of Counties P.O. Box 8207 Columbia, SC 29202-8207 (803) 252-7255</p>	<p>DATE (MM/DD/YYYY) 11/26/2024</p> <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p>
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<p>INSURED</p> <p>Laurens County PO Box 445 Laurens, SC 29360</p>	<p>COMPANIES AFFORDING COVERAGE</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Company A</td> <td>SC COUNTIES PROP & LIAB TRUST</td> </tr> <tr> <td>Company B</td> <td>SC COUNTIES WORKERS COMP TRUST</td> </tr> </table>	Company A	SC COUNTIES PROP & LIAB TRUST	Company B	SC COUNTIES WORKERS COMP TRUST
Company A	SC COUNTIES PROP & LIAB TRUST				
Company B	SC COUNTIES WORKERS COMP TRUST				

COVERAGES: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL OF THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS	
					GENERAL AGGREGATE	N/A
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT	SCPLLA-030-24	7/1/2024	7/1/2025	PRODUCT/COMP/OP AGG	\$2,000,000
					PERSONAL & ADV INJURY	\$2,000,000
					EACH OCCURRENCE	\$2,000,000
					FIRE DAMAGE	\$2,000,000
					MED EXPENSE	\$1,000
					COMBINED SINGLE LIMIT	\$2,000,000
A	AUTO LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SCPLLA-030-24	7/1/2024	7/1/2025	(per person)	
					BODILY INJURY (per accident)	
					PROPERTY DAMAGE	
					AUTO ONLY, EA ACCIDENT	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	
					AGGREGATE	
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY PROPRIETOR/PARTNERS <input type="checkbox"/> INCL EXECUTIVE OFFICERS ARE <input type="checkbox"/> EXCL	SCWCLA-030-24	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> STATUTORY LIMITS	
					EACH ACCIDENT	\$1,000,000
					DISEASE-POLICY LIMIT	\$1,000,000
					DISEASE-EACH EMP	\$1,000,000

OTHER

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: County Employees (and specified volunteers) are covered while acting within the course and scope of their employment with the named insured.

<p>CERTIFICATE HOLDER</p> <p>Laurens County PO Box 445 Laurens, SC 29360</p>	<p>CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OR ANY KIND UPON THE COMPANY, ITS AGENTS OR REPS AUTHORIZED REPRESENTATIVE</p>
---	---

Exhibit J

EXISTENCE OF SUBCONTRACTORS FORM

Will you subcontract any part of this Work? Yes ___ No ___ If so, please list the names, addresses and licenses of the subcontractors to be used for the portions of the work listed below.

1. SUBCONTRACTOR NAME _____

SUBCONTRACTOR DUTY _____

TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

2. SUBCONTRACTOR NAME _____

SUBCONTRACTOR DUTY _____

TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

3. SUBCONTRACTOR NAME _____

SUBCONTRACTOR DUTY _____

TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

4. SUBCONTRACTOR NAME _____

SUBCONTRACTOR DUTY _____

TYPE OF LICENSE: _____
(Attach copy of subcontractor license)

Exhibit K

EXPERIENCE/ REFERENCES

List five jobs, similar in size, completed by Bidder, within 100 miles of Laurens County, **for Governmental entities**. List dollar amount, brief description reference name and phone number for each job.

a. Name of Project: _____

Owner/Engineer: _____

Telephone No.: _____

Address: _____

Date Started: _____ Date Completed: _____

Value of Contract: _____

Project Description: _____

b: Name of Project: _____

Owner/Engineer: _____

Telephone No.: _____

Address: _____

Date Started: _____ Date Completed: _____

Value of Contract: _____

Project Description: _____

c: Name of Project: _____

Owner/Engineer: _____

Telephone No.: _____

Address: _____

Date Started: _____ Date Completed: _____

Value of Contract: _____

Project Description: _____

d. Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

e. Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

Exhibit L

PURCHASING DIVISION
COUNTY OF LAURENS



100 Hillcrest Square
POST OFFICE BOX 445
Laurens, South Carolina 29360-0445
(864) 984-5199 FAX- (864) 984-3726

BID / VENDOR LIST APPLICATION

Company Name: _____

Physical Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Telephone: (____)-____-____ Ext: _____

Fax: (____)-____-____ Email: _____

Type of Business: Manufacturer or Producer _____ Wholesaler _____ Factory Representative _____

Franchised Distributor _____ Length of Time in Business _____ years

Names of Principals: President _____ Vice President _____

List types / brands of services / commodities available: _____

Federal Tax ID #: _____ SC State Tax ID #: _____

Worker's Compensation Liability Certificate is required

Note: Placement on the bidders list is a service provided for your convenience.

Inclusion is not a binding assurance of future solicitation.

To insure bid participation, check for bid notices posted on the County Website at www.laurenscountysc.org

Complete and return this form and certificate(s) to:

Laurens County Procurement Department
PO Box 445
Laurens, South Carolina 29360

Fax= (864) 984-3726

Exhibit M

Form W-9
 (Rev. March 2024)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor C corporation S corporation Partnership Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
 Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any): _____
 Exemption from Foreign Asset Tax Compliance Act (FATCA) reporting code (if any): _____
 (Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

6 City, state, and ZIP code.

7 List account number(s) here (optional).

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

-		-							
---	--	---	--	--	--	--	--	--	--

OR

Employer identification number

-		-							
---	--	---	--	--	--	--	--	--	--

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Exhibit N

LAURENS COUNTY
WORKERS' COMPENSATION
STATEMENT OF INDEPENDENT CONTRACTOR

I, _____, (_____) owner of
(Name of Contractor) (Federal ID# or SSN)
(Name of Business) hereby make the following statement

About my relationship with Laurens County:

- 1. I employ three or fewer people and I understand that I am not required by state law to carry workers' compensation insurance.
2. I have agreed to perform certain contract work for Laurens County. That work is:
(Brief description of work you are contracted to do)
When I complete the work, I will then expect to be paid _____ (Amount)
in a lump sum. Neither I, nor my employees, will be paid by Laurens County on an hourly basis.
3. To the extent that I need equipment or supplies to perform the work I have been contracted to do, I have my own equipment and supplies that I will use to perform the work. I will not use any equipment or supplies owned by Laurens County.
4. I will start and stop work and perform the work according to my own methods, means, plans and desires. I will not be supervised or instructed on how or when to perform the work. As long as I complete the work in a workman-like manner and to the satisfaction of Laurens County by the agreed time, I can and will do the work when I desire and in the manner I desire. I also understand that if I do not perform to the level of expectation or in a timely manner, that failure will be a breach of contract. I cannot be "fired" because I am not an employee.
5. I do not expect Laurens County to withhold any amount that is due me to pay for state or federal income taxes, Social Security contributions, or Employment Security or Workers' Compensation premiums. I expect to receive a 1099 from Laurens County at the end of the year showing the amount I received this year from my contract work.
6. When I complete the work that I have agreed to do and receive the payment to which I am entitled, according to the contract, which will terminate my working relationship with Laurens County on this contract.
7. My employees and I are not entitled to workers' compensation benefits under Laurens County Workers' Compensation coverage.

Signature _____

Date _____

Exhibit O

LAURENS COUNTY CONTRACT FOR GOODS AND SERVICES

THIS CONTRACT is made this ___ day of _____, 20__ by and between LAURENS COUNTY, a political subdivision of the State of South Carolina, hereinafter referred to as the "COUNTY"; and, _____, a _____ Corporation, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE FOR AND IN CONSIDERATION of the mutual promises stated in this Agreement, the COUNTY and CONTRACTOR agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS:

1.1. The documents listed in Section 1.2 of this Article shall constitute the contract documents. These contract documents shall represent the entire agreement and understanding between the parties. All other statements, discussions and negotiations, whether oral or written, are hereby merged into these contract documents. Any oral or written understanding not incorporated in these contract documents is not binding on any of the parties. The contract documents are presented in descending order of priority with the first document listed being of the highest priority and governing over subsequently listed documents, in case of conflict or ambiguity.

1.2. The Contract Documents consist of:

1. Laurens County Contract for Goods and Services;
2. [Addenda or Addendum __ to RFP # ____ (attached hereto as Exhibit A and incorporated herein by reference);]
3. Invitation for Bid Number ("RFP") # ____ (attached hereto as Exhibit B and incorporated herein by reference); and
4. Bid in response to RFP # ____ submitted by the CONTRACTOR (attached hereto as Exhibit C and incorporated herein by reference).
5. Contract Provisions required for FEMA compliance (attached hereto as Exhibit C and incorporated herein by reference).

Collectively, these materials shall comprise the "CONTRACT DOCUMENTS."

1.3. It is the intent of the CONTRACT DOCUMENTS to describe a functionally complete whole contract to be constructed in strict accordance with the CONTRACT DOCUMENTS. Any labor, services, documentation, materials, or equipment that may reasonably be inferred from the CONTRACT DOCUMENTS or from prevailing custom or trade usage as being required to produce the intended result shall be provided by the CONTRACTOR whether or not specifically called for without increase in the Contract Price or Contract Period, as described in Articles 3 and 4 below.

1.4. MODIFICATION / CHANGE ORDERS. Any change orders, alteration, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County Administrator and CONTRACTOR, and executed with the same formality as this contract.

ARTICLE 2 – SCOPE OF SERVICES:

2.1 COUNTY has employed CONTRACTOR to provide services for the Laurens County Disaster Recovery Public Assistance Consultant.

2.2 These services to be provided by CONTRACTOR are set forth more fully in the CONTRACT DOCUMENTS.

ARTICLE 3 – CONTRACT PERIOD

3.1. NOTICE TO PROCEED. This Agreement shall begin on the effective date of the Notice to Proceed. In compliance with Invitation for Bid and subject to all conditions, thereof, the undersigned offers and agrees, to furnish the services and/or complete the installation of all items for the base Bid and all Bid voluntary adds, at the prices as set forth, within _____ days after fax or electronic receipt of purchase order.

3.2. FORCE MAJEURE. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, industry wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action and labor conditions. In the case of an industry wide material shortage the CONTRACTOR shall provide to the County within 24 hours of CONTRACTOR's determination that there exists an industry wide material shortage, the following in order for the COUNTY, or its authorized representative, to concur that there is an industry wide shortage of the specific material so identified by CONTRACTOR: 1) A written description of the specific material alleged to be in short supply; 2) a written list of all manufacturers, wholesalers, suppliers and/or retailers from which CONTRACTOR has attempted to obtain, and/or contracted to obtain, said material; 3) a written description detailing all actions taken by CONTRACTOR to obtain said materials; 4) a written statement, signed by an authorized representative of CONTRACTOR, that CONTRACTOR has used due diligence to secure said materials in the most expeditious manner; and 5) a written time frame in which CONTRACTOR anticipates that it will obtain said materials.

ARTICLE 4 - CONTRACT PRICE AND TERMS OF PAYMENT:

4.1. APPROPRIATION / NON-APPROPRIATION. The COUNTY shall pay for these services out of appropriated funds. It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

4.2. CONTRACT PRICE. The COUNTY agrees to pay a total contract price that shall not exceed _____ (\$_____).

4.3. PAYMENT TERMS. Payments shall occur as follows:
CONTRACTOR will submit invoices to COUNTY, which shall include a detailed listing of charges and a final bill upon completion of services. Within ten (10) business days of receipt of an invoice COUNTY shall notify CONTRACTOR of any dispute with the invoice and CONTRACTOR, upon such notice, shall provide to COUNTY back-up data supporting the

invoice. COUNTY and CONTRACTOR will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by COUNTY and is past due thirty (30) days from the date the invoice is received. If payment remains past due sixty (60) days from the date the invoice is received by the COUNTY, then CONTRACTOR shall have the right to either suspend all services provided pursuant to this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Article 9. No deposit nor advance sums shall be paid. NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.

ARTICLE 5 - INDEMNIFICATION.

CONTRACTOR agrees to save, defend, indemnify and keep harmless the COUNTY and all COUNTY officers, agents and employees from and against any loss, damage, claim, injury, fines, penalties, costs, including court costs, attorney's fees, charges, liability and exposure, however caused, arising from any negligent acts or omissions by CONTRACTOR, its agents, staff, consultants and contractors employed by it, in the performance or non-performance of the terms under this Agreement. CONTRACTOR shall not be responsible for any loss, damage, or liability to the extent arising from acts of the COUNTY, its agents, staff, and other consultants employed by it. This section shall survive the termination of this Agreement.

ARTICLE 6 - RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:

6.1. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR agrees that:

1. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of CONTRACTOR; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth non-discrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and
2. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

6.2. DRUG FREE WORKPLACE. During the performance of this Agreement, the CONTRACTOR agrees to comply with Section 44-107-30 of the South Carolina Code of Laws, 1976 as amended.

6.3. ILLEGAL IMMIGRATION REFORM ACT. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that it is in compliance with Section 8-14-10 *et seq.* of the South Carolina Code of Laws, 1976 as amended, or that this law is inapplicable to CONTRACTOR and its subcontractors. This is

required of all CONTRACTORS and subcontractors.

6.4. COMPLIANCE WITH APPLICABLE LAWS. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that it is in compliance with federal, state and local laws and regulations applicable to the performance of the services procured.

6.5. SOUTH CAROLINA ETHICS ACT. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that it is in full compliance with the South Carolina State Ethics, Government Accountability and Campaign Reform Act, codified as Sections 8-13-100 through 8-15-1520, of the South Carolina Code of Laws, 1976 as amended.

6.6. SAFETY AND HEALTH. The CONTRACTOR providing goods or services to the COUNTY under this Agreement represents and warrants to the COUNTY that the Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish, upon request, accident, incident, injury, and other records and reports required by Federal or State law or as required by the COUNTY.

6.7. COMPLIANCE WITH CODES AND STANDARDS. CONTRACTOR's professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time CONTRACTOR rendered its services. CONTRACTOR shall not be responsible for any claim or liability for injury or loss allegedly arising from CONTRACTOR's failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time CONTRACTOR rendered its services.

6.8. AUDIT. The CONTRACTOR hereby agrees to retain all books, records, and other documents relative to this engagement for five (5) years after final payment for services. Laurens County Government, its authorized agents, and agents of the State and federal government shall have full access to documents and the right to examine any materials during the said period.

6.9. LITIGATION. CONTRACTOR agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the COUNTY, if the COUNTY requests such documents, witnesses and/or general assistance. The COUNTY shall reimburse CONTRACTOR for all direct expenses incurred and time according to CONTRACTOR's rate schedule as of the date of the execution of this Agreement.

6.10. CONFIDENTIALITY. CONTRACTOR will maintain as confidential any documents or information provided by the COUNTY and will not release, distribute or publish same to any third party without prior written permission from the COUNTY, unless compelled by law or order of a court or regulatory body of competent jurisdiction. CONTRACTOR shall provide written notice to the COUNTY in sufficient time to allow the COUNTY to intervene as necessary.

6.11. PUBLIC RESPONSIBILITY. The COUNTY has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. CONTRACTOR will at all times alert the COUNTY to any matter of which Contractor becomes aware and believes requires the COUNTY to issue a notice or report to certain public officials, or to

otherwise conform with applicable codes, standards, regulations or ordinances.

6.12. SUBCONTRACTOR INSURANCE. The CONTRACTOR shall agree to cause each subcontractor employed by CONTRACTOR to purchase and maintain insurance of the type specified herein, unless the CONTRACTOR'S insurance provides coverage on behalf of the subcontractor. Evidence of subcontractor insurance shall be made available to the County upon request of the County.

ARTICLE 7 – RIGHTS AND RESPONSIBILITIES OF COUNTY:

7.1. DEFAULT. In case of default by the CONTRACTOR for failure to deliver or perform in accordance with the Contract specifications or terms and conditions and CONTRACTOR'S failure to cure the default within thirty (30) calendar days of CONTRACTOR'S receipt of notice from the COUNTY of the default, the COUNTY may procure the articles or services from other sources and hold the defaulting CONTRACTOR responsible for any resulting additional purchase and administrative costs, in addition to recovery of fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs. If the completion of the contract work results in increased costs to the COUNTY, a letter will be sent to the defaulting CONTRACTOR requiring payment for these costs. The CONTRACTOR will be removed from future bidding until the payment has occurred. Provided further, that the COUNTY reserves the right to debar CONTRACTOR from doing further business with the COUNTY. Failure of a CONTRACTOR'S source to deliver is not considered to be an unavoidable cause. The burden of proof rests with the CONTRACTOR to demonstrate that CONTRACTOR should not be debarred. Nothing in the section shall be construed to limit or waive CONTRACTOR'S ability to avail itself of remedies available under applicable laws.

7.2. RIGHT OF ENTRY. The COUNTY will provide for the right of entry for CONTRACTOR, its subcontractors, and all necessary equipment in order to complete the work under this Agreement. CONTRACTOR agrees to be responsible for any damage to property that is caused by CONTRACTOR, its subcontractors and/or equipment and further agrees to take all necessary corrective action for any damage to property that is caused by CONTRACTOR, its subcontractors and/or equipment.

ARTICLE 8 – TERMINATION:

8.1. TERMINATION BY COUNTY. The COUNTY may terminate this Agreement and project for any reason upon seven (7) calendar days notice. Anything contained in the Agreement to the contrary notwithstanding a termination under this section shall not waive any right or claim to damages which COUNTY may have with respect to work performed by the CONTRACTOR which has been completed prior to the date of termination, and COUNTY may pursue any cause of action which it may have by law or under this Agreement on account of such completed work.

8.2 STOP WORK UPON NOTICE OF TERMINATION. After receipt of a notice of termination, except as otherwise directed, the CONTRACTOR shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendor and subcontracts; and settle all outstanding liabilities and claims.

8.3 COMPENSATION TO CONTRACTOR IF TERMINATED. In the event of a termination under section 8.1 of this Agreement, CONTRACTOR acknowledges and agrees that it shall not be entitled to any compensation in excess of the value of the work performed plus its settlement and close-out costs. Under no circumstances shall CONTRACTOR, or any subcontractor, be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs or consequential or other damages as a result of a termination under this section. Payment to CONTRACTOR of any and all sums already earned by CONTRACTOR under the terms of Article 4 constitutes CONTRACTOR's exclusive remedy for a termination hereunder.

ARTICLE 9 – WARRANTIES:

9.1. WORK PERFORMED TO INDUSTRY STANDARDS. CONTRACTOR warrants to COUNTY that the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the State.

9.2. MATERIALS AND EQUIPMENT FURNISHED. CONTRACTOR warrants to COUNTY that any new materials and equipment furnished under this Agreement shall be of good quality and in working condition.

9.3. WARRANTY. CONTRACTOR warrants to COUNTY that all services and labor furnished to progress the work under this Agreement will be performed in accordance with the standard of care and diligence normally practiced by recognized firms of this type in performing services of a similar nature, free from defects which would not normally be found in work of this nature, and that the work will be of good quality, and in strict conformance with this Agreement. All work not conforming to these requirements may be considered defective.

ARTICLE 10 – MISCELLANEOUS:

10.1. NOTICES. The following persons shall be contact persons for the parties, and notices given them, by certified mail return receipt requested to the addresses shown, shall constitute valid notice under the requirements of this Agreement. The parties may amend such addresses by written notice to the opposite party at the given address.

1. For COUNTY:

Thomas R. Higgs, II
County Administrator
100 Hillcrest Square,
P.O. Box 445
Laurens, SC 29360-0445

With a copy to:
Marcus W. 'Wes' Meetze
Laurens County Attorney
100 Hillcrest Square,
P.O. Box 445
Laurens, SC 29360-0445

2. For CONTRACTOR: (Name)
(Address)
(City, State, Zip)

10.2. INVOICE / PAYMENT ADDRESSES. The following persons shall be contact persons for the parties, for the purpose of submitting invoices and payments under this Agreement by depositing the same in the United States mail with postage prepaid, to the addresses shown:

1. For COUNTY: (Name)
(Title)
100 Hillcrest Square – Administration Building
P.O. Box 445
Laurens, SC 29360

2. For CONTRACTOR: (Name)
(Address)
(City, State, Zip)

10.3. CHOICE OF LAW / VENUE. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the State of South Carolina, and that proper venue, in the event of litigation concerning this matter, is in the state or federal courts located in Laurens County, South Carolina. The parties agree that any litigation involving this Agreement shall be brought only in such courts. The parties herein each consent to the jurisdiction of such courts and hereby waive any jurisdictional or venue defenses otherwise available.

10.4. SEVERABILITY. In the event that any provision of this Agreement is unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected thereby.

10.5. WAIVER. Any failure of the COUNTY or CONTRACTOR to demand rigid adherence to one or more of the terms and provisions as set forth in this Agreement, on one or more occasions, shall not be construed as a waiver nor deprive the COUNTY or CONTRACTOR of the right to insist upon compliance with the terms of this Agreement. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

10.6. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, transferees and assigns. No party may assign this Agreement nor the rights and obligations hereunder to any other third party without the prior express written consent of the other parties.

10.7. HEADINGS. CONTRACTOR and County agree that the Article and Paragraph headings are for convenience only and are not a part of this Agreement.

10.8. LAURENS COUNTY PROCUREMENT ORDINANCE. CONTRACTOR acknowledges that the Laurens County Procurement Ordinance is applicable to this Agreement. Contractual claims and disputes shall be conducted pursuant to the Laurens County Procurement Ordinance.

10.9. NO JOINT VENTURE. Neither this Agreement nor any agreements, instruments, documents or transactions completed hereby shall in any respect be interpreted, deemed or construed as making any party a partner or joint venture with any other party or as creating any similar relationship or entity. No party has the authority to act on behalf of or bind any other party concerning the transactions related to this Agreement.

10.10. FACSIMILE/SCANNED SIGNATURE. The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be a valid and binding upon the parties as if the original signature,

initials, and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

10.11. COUNTERPARTS. This Agreement (and any amendments or modifications) may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same Agreement.

WITNESS the following signatures and seals in agreement with the above terms:

[SIGNATURES ON FOLLOWING PAGE]

LAURENS COUNTY, SOUTH CAROLINA

By: _____
THOMAS R. HIGGS, II
COUNTY ADMINISTRATOR

Attested:

Cheyenne G. Noffz
Clerk to County Council

[NAME OF CONTRACTOR]

By: _____ (Signature)

_____ (Printed Name)

Its: _____ (Title)

Witnesses:

Approved as to form:

COUNTY ATTORNEY'S OFFICE

Date: _____