



Lancaster County Procurement
PO Box 1809, 101 N. Main St.
Lancaster, SC 29721

INVITATION FOR BID

Solicitation No: 500200520
Date Issued: April 28, 2020
By: Cathy McDaniel
Phone: 803-416-9963
E-Mail: cdmcdaniel@lancastersc.net

LANCASTER COUNTY SOLID WASTSE CONVENIENCE SITE PAVING

Set forth the term "Offer" shall also mean "Bid" or "Proposal" or "Qualifications". All sealed Offers from responding participants are subject to all conditions and provisions herein. Offers will only be received by Lancaster County Procurement, located at 101 N. Main St., Lancaster, SC 29720. All submitted Offers will be publicly acknowledged by the Procurement Director or an approved designee.

LANCASTER COUNTY, SC

A handwritten signature in black ink that reads "Cathy McDaniel".

Cathy McDaniel
Director, Procurement

INQUIRIES DUE BY: Tuesday, May 12, 2020 12:00 AM
SUBMIT OFFER BY: Wednesday, May 20, 2020 3:00 PM

CONTRACT AWARD: LOWEST, RESPONSIVE / RESPONSIBLE OFFER

Notifications for this solicitation, including addenda and awards, can be found via the Lancaster County website at www.mylancastersc.org (Departments, Procurement, Open Solicitations).

ATTENTION: DUE TO COVID-19, PROVISIONS ARE BEING MADE TO COMPLY WITH SOCIAL DISTANCING MEASURES. ALL SOLICITATIONS ARE REQUIRED TO BE SUBMITTED ONLINE AND ALL OPENINGS AND EVALUATIONS WILL TAKE PLACE THROUGH ONLINE MEETINGS VIA ZOOM. ALL BID TABS AND AWARDS WILL CONTINUE TO BE POSTED ONLINE.

Lancaster County Solid Waste Convenience Site Paving; Solicitation No. 500200520

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1.0 OVERVIEW.

1.1 INTENT.

The County of Lancaster, South Carolina ("County") is requesting sealed Offers from qualified firms ("Vendor") for **Lancaster County Solid Waste Convenience Site Paving**; Solicitation No. **500200520**. Lancaster County Procurement, located at 101 N. Main St., Lancaster, South Carolina 29720, shall receive offers until the date and time listed on the cover page of this solicitation. A public announcement of all offers to this solicitation shall follow by reading thereafter. Responses to this solicitation will be used to determine which Vendor is capable of performing this solicitation's scope of work in a manner determined to best meet the needs of the County for this individual solicitation.

It is the intent and purpose of the County that this solicitation permits competition. It is the responsibility of the Vendors to advise the County if any language, specifications, or requirements, or any combination thereof, inadvertently limits the competition in this solicitation to a single source.

It is the intent and purpose of this solicitation to give equal consideration to all Offers. Evaluations of each submission will also factor expertise, experience, capabilities, and references into any consideration of award.

Each Offer must meet all terms, conditions, and specifications of this solicitation in order to obtain contract award. By virtue of submission, Vendor acknowledges agreement and acceptance of all provisions except as those expressly consented in this solicitation. Non-substantial deviations may be considered, provided Vendor submits a full explanation and justification of proposed deviations. Whether any such proposed deviation is deemed non-substantial will be determined by the County in its sole discretion.

1.2 AWARD OF CONTRACT.

On the designated date and time listed on the front page, all submitted Offers will be opened. All Offers will be publicly acknowledged, recorded, and thereafter evaluated for appropriate levels of responsiveness and responsibility. In determining and evaluating Offers, cost and compensation will not necessarily be controlling; the experience, quality, equality, efficiency, utility, suitability, and reputation of Vendors will be considered, along with other relevant factors. Lancaster County shall make award determination as such to the Offer deemed most advantageous to the County. Upon determination of a winning Offer, a Notice of Award shall be issued and the successful Offer will be publicly posted on the County website and the successful Vendor will receive a contract.

1.3 RIGHT TO DECLINE.

Lancaster County reserves the right to reject any and all Offers, to negotiate specific terms, conditions, and/or provisions on any contract that may arise from this solicitation; or, to waive any informalities or irregularities therein as in the best interest of Lancaster County. No contractual obligation or liability on the part of the County shall exist unless and until a final contract is executed.

2.0 COMPLIANCE.

2.1 CERTIFICATE(S) OF INSURANCE.

Once awarded, the successful Vendor(s) may be required to provide valid proof of insurance within thirty (30) days from Notice of Award and prior to commencing any work, including the following: Worker's Compensation; and, General Liability and Auto Liability at \$1,000,000/incident and \$2,000,000 aggregate.

2.2 IRS FORM W-9 AND MBE/WBE AFFIDAVIT.

If selected for award, the successful Vendor(s) will be required to submit a completed IRS Form W-9, or to resubmit IRS Form W-9 if form on file is not current with the County. If applicable, a Lancaster County MBE/WBE Affidavit should be completed (see Section 9.0, Forms).

2.3 PRIME CONTRACTOR RESPONSIBILITIES.

The successful Vendor(s) will be required to assume sole responsibility for the complete efforts as they pertain to this solicitation. The County will consider the Respondent to be the sole point of contact with regards to all contractual matters as they pertain to this solicitation.

2.4 SUBCONTRACTING.

If any part of the scope of work for this solicitation is to be subcontracted, the prime contractor shall identify the subcontracting organization and any contractual agreements made with the same. All subcontractors must be approved, in writing, by the County. The County reserves the right to reject any or all subcontractors and to require substitution of a qualified replacement to participate in the scope of work as specified herein.

2.5 HOLD HARMLESS AGREEMENT.

The selected Vendor(s) shall hold County harmless for any loss, damage or claims arising from or related to the performance of the awarded contract. The selected Vendor(s) must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to awarded contract. The selected Vendor(s) agree to indemnify and hold the County harmless from all claims, demands, causes of action or suits of whatever nature arising out of the goods, services, labor, or materials furnished by contractors or subcontractors alike under the provisions of the solicitation documents.

2.6 NON-COLLUSIVE AGREEMENT.

By submitting an Offer, any Vendor(s) or any authorized agent(s) of any Vendor(s), certifies under penalty of perjury, that to their best knowledge and belief, the validity of statements within their submission have been arrived at independently without collusion, consultation, communication, or pre-arranged agreement for the purposes of restricting solicitation competition. Further, no attempt has been made nor will be made by any Vendor(s) to induce any other Vendor(s) to submit or not submit Offers based on the purpose of restricting solicitation competition.

2.7 NON-DISCRIMINATION.

For the duration of the eventual contract, the successful Vendor(s) shall agree to not discriminate against any employee or program applicant because of age, race, creed, color, nationality, ancestry, marital status, sexual orientation, gender identity or expression, disability, or sex. In addition, accordant to equal employment opportunities, the successful bidder shall also consider all qualified applicants for employment without regard to Lancaster County Solid Waste Convenience Site Paving; Solicitation No. 500200520

age, race, creed, color, nationality, ancestry, marital status, sexual orientation, gender identity or expression, disability, or sex. Such equal employment opportunities include, but are not limited to: employment, promotion, demotion, transfer, recruitment, layoff, termination, rate of pay, selection for training, or apprenticeship.

2.8 DRUG FREE WORKPLACE.

During the performance of the scope of work covered within this solicitation the successful Vendor(s) agrees to provide a drug-free workplace for employees; to post in conspicuous places, available to employees and applicants alike, a statement notifying the unlawful nature of the manufacture, sale, distribution, dispensation, possession, or use of any controlled substances as prohibited in the workplace, and to specify the actions to be taken against employees for the violations of such prohibited actions.

2.9 LAWFUL COMPLIANCE.

The successful Vendor(s) shall comply with all laws relating to practice as they pertain to the state of South Carolina as well as federal regulations. Upon award of contract under this solicitation any Vendor(s) to whom award is made must be authorized and/or licensed to do business within the state of South Carolina.

2.10 EXCUSABLE DELAY.

The Vendor(s) responsible for contractual services shall not be liable for any excess cost(s) if the failure to perform the contract arises out of any cause beyond control and without fault or negligence of the responsible party. Such causes may include, but are not limited to, acts of God or public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or embargoes; but, in every case the failure to perform must be beyond the control and without fault of the Vendor(s) responsible for any aforementioned contractual services.

2.11 OWNERSHIP OF MATERIAL.

Ownership of all data, material, and documentation originated and prepared for the County pursuant to this solicitation shall belong exclusively to Lancaster County.

2.12 LOCAL VENDOR.

The lowest local responsible and responsive Vendor who is within three (3) percent, with a cap of six thousand dollars (\$6,000.00), of the lowest non-local responsible and responsive Vendor, may match the Offer submitted by the non-local responsible and responsive Vendor and thereby be awarded the contract. The local preference as set forth in this section shall only be applied to responses to solicitations of written quotes and invitations to bid in excess of ten thousand dollars (\$10,000.00). The local preference as set forth in this section shall only be given to local responsible and responsive Vendors who have a physical business address located and operating within Lancaster County for a minimum of six (6) months prior to the solicitation of quotes and/or Offer, and who have met all other requirements of the solicitations of written quotes or the invitation to bid, including, without limitation, payment of all duly assessed state and local taxes. If state or federal guidelines prohibit or otherwise limit local preference, then the County shall not use local preference in awarding the contract. If there are multiple responsible and responsive Vendors who meet the local preference guidelines as set forth in the section, the County shall use standard procurement practice and procedure as set forth in the article to determine the priority of selection. The local preference as set forth in this section does not waive or otherwise abrogate the County's unqualified right to reject any and all bids or proposals or accept such Offers, as appears in the County's best interest.

2.13 TERMINATION.

The Contract for this solicitation must be valid from date of signature or initial Purchase Order issuance and must remain valid until all services are rendered complete.

Breach or non-performance of any Contract term will constitute cause upon which the County may immediately terminate the contract by written notice.

Termination states that shall a dispute arise, and if, after good faith effort at resolution the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party. Termination may include:

- Convenience: In the event that this contract is terminated upon request, and for the convenience of the County without the required thirty (30) days advance written notice, then the County must negotiate reasonable termination costs, if applicable.
- Cause: Termination by the County for cause, default, or negligence on the part of the Vendor(s) responsible for the scope of work must be excluded from the foregoing provisions, and termination costs, if any, must not apply. The thirty (30) days advance written notice requirement is waived and the default provisions listed herein must apply.
- Default: In the case of default by the Vendor(s) responsible for the scope of work, the County reserves the right to purchase/lease all items/services in default in the open market, charging default Vendor(s) with any excessive costs.

2.14 CHOICE OF LAW.

All agreements shall be governed by and construed in accordance with Laws of the State of South Carolina and parties irrevocably submit to the nonexclusive jurisdiction of the courts of, or the federal courts in, South Carolina.

2.15 SOUTH CAROLINA FREEDOM OF INFORMATION ACT.

All submissions of responding persons or firms are subject to the South Carolina Freedom of Information Act, S.C. Code Annotated Sections, 3-4-10, et seq.

3.0 SCOPE OF WORK.

3.1 DESCRIPTION OF SERVICES.

This solicitation was developed to obtain qualified bidders to complete milling and asphalt paving replacement at three (3) convenience sites belonging to Lancaster County. Specifications should be adhered to and will be inspected by a Lancaster County Public Works representative. Any exceptions to spec will be provided in detail in a section of the bid listed as "Exceptions to Provided Specifications". Bids are for materials, delivery, and installation. Please specify approximate completion times and date available to start. Warranty information must be included in bid.

3.2 SCOPE AND SPECIFICATIONS.

The following are site locations that require pavement replacement:

- Lynwood Drive Site - 1349 Lynwood Dr., Lancaster, SC
- Rich Hill Site- 4202 Joshua Tree Rd, Lancaster, SC
- Fort Site - 5330 JB Denton RD, Lancaster, SC

The following specifications must be met with bid:

- Mill and remove approx. 11,064 SF of existing asphalt and stone base 4" in depth
- Fine grade milled area
- Compact sub grade and proof roll
- Place 2" SC DOT approved binder HMA and compact
- Place 2" SC DOT approved S9.5C surface mix HMA and compact
- Approximate quantities are as follows:
 - Lynwood: 25,800 SF
 - Rich Hill: 16,803 SF
 - Fort: 11,068 SF

Satellite images of each site are included as an attachment. Prospective bidders are required to familiarize themselves with the sites and, if necessary confirm quantities prior to bid submittal.

Any exceptions to these requirements, any recommended deletions, or any recommended additions to these requirements must be requested, authorized by the County, and priced accordingly in the Exceptions to Bid section. All exceptions must be approved prior to bid opening.

4.0 OFFER SUBMITTAL.

4.1 SUBMITTAL INSTRUCTIONS.

- Please submit **one (1) signed (complete) copy** of Offer.
- Submissions will be in sealed within the bid software until the due date and time. Procurement staff will only have access to the documents after that date and time have passed.
- A signed copy of the General Provisions and General Conditions must also be included in order for any Offer to gain consideration.
- Vendors must clearly mark as “CONFIDENTIAL” any part of their Offer which they consider proprietary information and that may be exempt from public disclosure under Section 30-4-4C, Code of Laws of S.C., 1976, (1986 CUM SUPP) Freedom of Information Act.
- Late or improperly formatted submissions will not be considered.
- Only one (1) Offer may be submitted by each Vendor or Vendor representative.
- The County accepts no responsibility for any expense incurred by Vendors to this solicitation.

4.2 INQUIRIES.

All questions regarding this solicitation are to be submitted in writing and addressed to Lancaster County Procurement via the designated email on the front page of this solicitation. The date and time listed on the cover page of the solicitation will be the deadline for inquiries. All responses will be publicly available following the inquiry period via the solicitation listing on the Lancaster County website as an addendum. The County reserves the right to decline to respond to any questions if, in the County’s assessment, the information cannot be obtained and shared with all Vendors in a timely manner.

4.3 TOTAL BID.

Having carefully examined the instructions, terms, conditions, specifications, addenda, and scope, as well as all provisions of proper compliance, included with this solicitation the Vendor proposes to furnish all necessary labor and/or materials as called for by said documentation listed within this solicitation. For this solicitation, the Vendor acknowledges and agrees to all aspects of the work required to complete this solicitation’s scope of work for an agreed contract sum not to exceed the total amount listed in Total Base Bid.

- TOTAL BID AMOUNT FOR LYNWOOD DRIVE SITE: \$ _____
- TOTAL BID AMOUNT FOR RICH HILL SITE: \$ _____
- TOTAL BID AMOUNT FOR FORT SITE: \$ _____
- Number of days to complete _____
- Availability to start _____

Exceptions to Bid (indicate if on a separate sheet):

4.4 ACKNOWLEDGEMENT OF ADDENDA.

Notifications for this solicitation, including addenda, can be found via the Lancaster County website at www.mylancastersc.org (Departments, Procurement, Open Solicitations).

Vendor hereby acknowledges all addenda, up through and including number _____.

INITIALS_____

4.5 BID GUARANTY.

Each Vendor may be asked to submit guaranty by means of certified check, cashier's check, or bid bond equal to at least five percent (5%) of Offer, payable to Lancaster County as a guarantee that if Offer is accepted the Vendor will execute contract and subsequently file a performance bond equal to one hundred percent (100%) of contract sum, as required, within thirty (30) days of notice of award:

BID BOND REQUIRED: YES NO

PAYMENT & PERFORMANCE BOND REQUIRED: YES NO

4.6 OFFER SUBMISSIONS. (see front page)

~~Offers to be delivered in person, prior to deadline, directly to the Lancaster County Procurement Office located on the first floor of the Lancaster County Administration Building at:~~

~~Procurement _____
101 N. Main St.
Lancaster, SC 29720~~

~~Or received by USPS mail or courier mail, prior to deadline, at:~~

~~Procurement Office **[Convenience Site Paving]**
101 N. Main St.
PO Box 1809
Lancaster, SC 29721~~

5.0 VENDOR INFO.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR OFFER

(Please print or type in spaces below)

DATE:

COMPANY NAME:

COMPANY ADDRESS:

CITY, STATE, ZIP:

PHONE NUMBER:

EMAIL:

TAXPAYER IDENTIFICATION NO:

STATE OF INCORPORATION (IF APPLICABLE):

NAME (PLEASE PRINT):

AUTHORIZED SIGNATURE:

PLEASE CHECK ALL THAT APPLY (DEFINED VIA COUNTY PROCUREMENT CODE):

- MINORITY OWNED (If checked, must submit MBE/WBE affidavit, Section 9.0)
- WOMAN OWNED (If checked, must submit MBE/WBE affidavit, Section 9.0)
- NOT MINORITY OR WOMAN OWNED

PLEASE SUBMIT A SIGNED COPY OF THIS FORM WITH YOUR OFFER. BY SUBMITTING AN OFFER, YOU ARE AGREEING TO THE CONDITIONS AND PROVISIONS OF THIS SOLICITATION AND YOU AGREE TO HOLD YOUR OFFER OPEN FOR A MINIMUM OF NINETY (90) CALENDAR DAYS AFTER THE OFFER OPENING DATE.

6.0 GENERAL PROVISIONS.

1. THE COUNTY OF LANCASTER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS/PROPOSALS, TO CANCEL A SOLICITATION, AND TO WAIVE ANY TECHNICALITY IF DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY.
2. WHEN PRICE IS A DETERMINING FACTOR, UNIT PRICES WILL GOVERN OVER EXTENDED PRICES UNLESS OTHERWISE STATED IN THIS SOLICITATION.
3. **PROHIBITION OF GRATUITIES:** SECTION 8-13-705 OF THE CODE OF LAWS OF SOUTH CAROLINA STATES: OFFERING, GIVING, SOLICITING, OR RECEIVING ANYTHING OF VALUE TO INFLUENCE ACTION OF PUBLIC EMPLOYEE, MEMBER OR OFFICIAL, OR TO INFLUENCE TESTIMONY OF WITNESS; EXCEPTIONS; PENALTY FOR VIOLATION; SHALL BE SUBJECT TO PUNISHMENT PROVIDED BY SECTION 16-9-210 AND SECTION 16-9-220.
4. **BIDDERS RESPONSIBILITY:** EACH BIDDER SHALL FULLY ACQUAINT HIMSELF WITH CONDITIONS RELATING TO THE SCOPE AND RESTRICTIONS ATTENDING THE EXECUTION OF WORK UNDER THE CONDITIONS OF THIS BID. IT IS EXPECTED THAT THIS WILL SOMETIMES REQUIRE ON-SITE OBSERVATION. THE FAILURE OR OMISSION OF A BIDDER TO ACQUAINT HIMSELF WITH EXISTING CONDITIONS SHALL IN NO WAY RELIEVE HIM OF ANY OBLIGATION WITH RESPECT TO THIS BID OR TO THE CONTRACT.
5. **AWARD CRITERIA:** THE CONTRACT SHALL BE AWARDED TO THE LOWEST RESPONSIBLE BIDDER WHOSE BID MEETS THE REQUIREMENTS AND CRITERIA SET FORTH IN THE REQUEST FOR BIDS. FOR REQUESTS FOR PROPOSALS, AND REQUEST FOR STATEMENT OF QUALIFICATIONS COST PROPOSAL MAY OR MAY NOT BE A FACTOR IN SELECTION, BASED ON THE SELECTION CRITEREA.
6. **WAIVER:** THE COUNTY RESERVES THE RIGHT TO WAIVE ANY INSTRUCTION TO BIDDERS, GENERAL OR SPECIAL PROVISIONS, GENERAL OR SPECIAL CONDITIONS OR SPECIFICATIONS DEVIATION IF DEEMED IN THE BEST INTEREST OF THE COUNTY.
7. **COMPETITION:** THIS SOLICITATION IS INTENDED TO PROMOTE COMPETITION. IF ANY LANGUAGE, SPECIFICATIONS, TERMS AND CONDITIONS, OR ANY COMBINATION THEREOF RESTRICTS OR LIMITS THE REQUIREMENTS IN THIS SOLICITATION TO A SINGLE SOURCE, IT SHALL BE THE RESPONSIBILITY OF THE INTERESTED VENDOR TO NOTIFY THE PURCHASING DEPARTMENT IN WRITING WITHIN FIVE (5) DAYS PRIOR TO THE OPENING DATE. THE SOLICITATION MAY OR MAY NOT BE CHANGED BUT A REVIEW OF SUCH NOTIFICATION WILL BE MADE.
8. **REJECTION:** AMBIGUOUS BIDS, WHICH ARE UNCERTAIN AS TO TERMS, DELIVERY QUANTITY OR COMPLIANCE WITH SPECIFICATIONS MAY BE REJECTED OR DISREGARDED IF SUCH ACTION IS IN THE BEST INTEREST OF THE COUNTY.

I HAVE READ, UNDERSTAND, AND AGREE TO THE GENERAL PROVISIONS ABOVE.

SIGNED _____

COMPANY _____

PRINTED NAME _____

DATE _____

7.0 GENERAL CONDITIONS.

1. **DEFAULT:** IN CASE OF DEFAULT BY THE CONTRACTOR, THE COUNTY RESERVES THE RIGHT TO PURCHASE ANY OR ALL ITEMS IN DEFAULT IN THE OPEN MARKET, CHARGING THE CONTRACTOR WITH ANY EXCESSIVE COSTS. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT BIDS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
2. **HOLD HARMLESS:** THE SUCCESSFUL BIDDER SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY OF LANCASTER AND ALL COUNTY OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS OR CLAIMS OF ANY CHARACTER BROUGHT BY REASON OF INFRINGING ON ANY PATENT TRADEMARK OR COPYRIGHT.
3. **CONTRACT ADMINISTRATION:** QUESTIONS OR PROBLEMS ARISING AFTER AWARD OF THIS CONTRACT SHALL BE DIRECTED TO THE PURCHASING AGENT, 101 N. MAIN ST., LANCASTER, SC 29720, OR BY CALLING (803) 285-6323. THE COUNTY ADMINISTRATOR OR HIS DESIGNEE MUST AUTHORIZE ALL CHANGE ORDERS IN WRITING. LANCASTER COUNTY SHALL NOT BE BOUND TO ANY CHANGE IN THE ORIGINAL CONTRACT UNLESS APPROVED BY THE COUNTY ADMINISTRATOR.
4. **FORCE MAJURE:** THE CONTRACTOR SHALL NOT BE LIABLE FOR ANY EXCESS COSTS IF THE FAILURE TO PERFORM THE CONTRACT ARISES OUT OF CAUSES BEYOND THE CONTROL AND WITHOUT FAULT OR NEGLIGENCE OF THE CONTRACTOR. SUCH CAUSES MAY INCLUDE, BUT ARE NOT RESTRICTED TO, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, FREIGHT EMBARGOES AND UNUSUALLY SEVERE WEATHER; BUT IN EVERY CASE, THE FAILURE TO PERFORM MUST BE BEYOND THE CONTROL OF BOTH THE CONTRACTOR AND SUBCONTRACTOR AND WITHOUT EXCESS COSTS FOR FAILURE TO PERFORM, UNLESS THE SUPPLIES OR SERVICES TO BE FURNISHED BY THE SUBCONTRACTOR WERE OBTAINABLE FROM OTHER SOURCES IN SUFFICIENT TIME TO PERMIT THE CONTRACTOR TO MEET THE REQUIRED DELIVERY SCHEDULE.
5. **PUBLICITY RELEASES:** CONTRACTOR AGREES NOT TO REFER TO AWARD OF THIS CONTRACT IN COMMERCIAL ADVERTISING IN SUCH A MANNER AS TO STATE OR IMPLY THAT THE PRODUCTS OR SERVICES PROVIDED ARE ENDORSED OR PREFERRED.
6. **CONFIDENTIALITY:** BIDDERS MUST CLEARLY MARK AS "CONFIDENTIAL" EACH PART OF THEIR BID THAT THEY CONSIDER PROPRIETARY INFORMATION THAT COULD BE EXEMPT FROM DISCLOSURE UNDER SECTION 30-4-4C CODE OF LAWS OF SOUTH CAROLINA, 1976, (1986 CUM SUPP) FREEDOM OF INFORMATION ACT. THE COUNTY RESERVES THE RIGHT TO DETERMINE WHETHER THIS INFORMATION SHOULD BE EXEMPT FROM DISCLOSURE AND NO LEGAL ACTION MAY BE BROUGHT AGAINST THE COUNTY OR ITS AGENTS FOR ITS DETERMINATION IN THIS REGARD.

I HAVE READ, UNDERSTAND, AND AGREE TO THE GENERAL CONDITIONS ABOVE.

SIGNED _____

COMPANY _____

PRINTED NAME _____

DATE _____

8.0 FORMS (If Applicable).

COUNTY OF LANCASTER, SOUTH CAROLINA

AFFIDAVIT OF CERTIFICATION:

**MINORITY-OWNED BUSINESS ENTERPRISE (MBE)/
WOMAN-OWNED BUSINESS ENTERPRISE (WBE)**

Lancaster County requires vendors that claim MBE/WBE status to provide either proof of current MBE/WBE certification or to attest that they meet the qualifications for MBE/WBE certification. Vendors are to complete this form to attest that their company is not certified as a MBE/WBE, however, it meets the qualifications for MBE/WBE certification as defined by Lancaster County Procurement Code, Sec. 2-287:

LANCASTER COUNTY QUALIFICATIONS FOR MBE/WBE CERTIFICATION:

1. Certified means the business or business owner must be able to show evidence of:
 - i. Existence as a “for profit” business;
 - ii. Operations for at least one (1) year;
 - iii. US citizenship or legal resident alien status; and either:
 1. Be determined as an eligible MBE/WBE in accordance with Lancaster County Procurement Code, Sec. 2-287, [subject to the provisions of “minority business enterprise (MBE)” and “woman-owned business enterprise (WBE)” as defined in this document]; or
 2. The business holds current registration of MBE/WBE status with a reciprocal agency deemed acceptable to the County.
2. Certified Firm means a firm that has been accepted by Lancaster County as Certified.
3. Minority Business Enterprise or MBE means a business:
 - i. Which is at least fifty-one (51) percent owned by one (1) or more Minority Individuals, or in the case of a publicly owned business, at least fifty-one (51) percent of all classes of the stock of which is owned by one (1) or more such Minority Individuals;
 - ii. Whose management, policies, major decisions, and daily business operations are independently managed and controlled by one (1) or more Minority Individuals;
 - iii. Which performs a commercially useful function; and
 - iv. Which is a Certified Firm.
4. Minority Individual means a natural person of at least twenty-five (25) percent minimum (documentation may be required) in one (1) of the following groups:
 - i. African-Americans/Black;
 - ii. Hispanic-Americans, which includes persons who are Mexican, Puerto Rican, Cuban, Caribbean, Dominican, Central or South American, regardless of race;
 - iii. Native-Americans, which includes persons who are American-Indians, Eskimos, Aleuts, or Native-Hawaiians;
 - iv. Asian-Americans, which includes persons who are individuals of Far East Asia, Southeast Asia, the islands of the Pacific, or the Indian Subcontinent;

v. Arab-Americans.

5. Woman-Owned Business Enterprise or WBE means a business:

- i. Which is at least fifty-one (51) percent owned by one (1) or more women, or in the case of a publicly owned business, at least fifty-one (51) percent of all classes of the stock of which is owned by one (1) or more such women;
- ii. Whose management, policies, major decisions, and daily business operations are independently managed and controlled by one (1) or more such women;
- iii. Which performs a commercially useful function; and
- iv. Which is a Certified Firm.

COMPANY INFO:

Legal Name of Company: _____

Tax ID (EIN): _____

Company Address: _____

Company Phone Number: _____

Company Email Address: _____

Enterprise Status: (check all that apply): a. MBE ____ b. WBE ____

STATE OF SOUTH CAROLINA)

County of Lancaster)

I CERTIFY THAT I AM A MINORITY OR A WOMAN WHO IS AN OWNER OF THE ABOVE-REFERENCED FIRM CLAIMING STATUS AS A MINORITY-OWNED BUSINESS ENTERPRISE (MBE) OR WOMAN-OWNED BUSINESS ENTERPRISE (WBE). I DECLARE, UNDER PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED IN THIS SUBMISSION AND ALL SUPPORTING DOCUMENTS IS TRUE AND CORRECT AND I UNDERSTAND THAT IT IS MATERIAL TO THE PROCEEDINGS OF LANCASTER COUNTY.

Signature: _____

Dated: _____

Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20____, by

_____.

NOTARY PUBLIC (seal)

Commission expires: