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

INVITATION FOR BID

Solicitation No:	500201029
Date Issued:	October 7, 2020
By:	Cathy McDaniel
Phone:	803-416-9963
E-Mail:	cdmcdaniel@lancastersc.net

LANCASTER COUNTY EMS HEADQUARTERS RENOVATION BID

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

Cathy McDaniel

Cathy McDaniel
Director, Procurement

PRE-BID:	Thursday, October 15, 2020	10:00 AM
INQUIRIES DUE BY:	Thursday, October 22, 2020	12:00 AM
SUBMIT OFFER BY:	Thursday, October 29, 2020	2:00 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.

TABLE OF CONTENTS

1.0 OVERVIEW.
- 1.1 INTENT.
- 1.2 AWARD OF CONTRACT.
- 1.3 RIGHT TO DECLINE.

2.0 COMPLIANCE.
- 2.1 CERTIFICATE(S) OF INSURANCE.
- 2.2 IRS FORM W-9 AND MBE/WBE FORM.
- 2.3 PRIME CONTRACTOR RESPONSIBILITIES.
- 2.4 SUBCONTRACTING.
- 2.5 HOLD HARMLESS AGREEMENT.
- 2.6 NON-COLLUSIVE AGREEMENT.
- 2.7 NON-DISCRIMINATION.
- 2.8 DRUG FREE WORKPLACE.
- 2.9 LAWFUL COMPLIANCE.
- 2.10 EXCUSABLE DELAY.
- 2.11 OWNERSHIP OF MATERIAL.
- 2.12 LOCAL VENDOR.
- 2.13 TERMINATION.
- 2.14 CHOICE OF LAW.
- 2.15 SOUTH CAROLINA FREEDOM OF INFORMATION ACT.
- 2.16 NO CONTACT.

3.0 SCOPE OF WORK.
- 3.1 SCOPE AND SPECIFICATIONS.

4.0 OFFER SUBMITTAL.
- 4.1 SUBMITTAL INSTRUCTIONS.
- 4.2 INQUIRIES.
- 4.3 TOTAL BID.
- 4.4 ACKNOWLEDGEMENT OF ADDENDA.
- 4.5 BID GUARANTY.
- 4.6 OFFER SUBMISSIONS.

5.0 VENDOR INFO.

6.0 GENERAL PROVISIONS.

7.0 GENERAL CONDITIONS.

8.0 FORMS.

1.0 OVERVIEW.

1.1 INTENT.

The County of Lancaster, South Carolina ("County") is requesting sealed Offers from qualified firms ("Vendor") for **Lancaster County EMS Headquarters Renovations**; Solicitation No. **500201029**. 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.

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 ten (10) days from Notice of Award and prior to commencing any work, including the following: Worker's Compensation, General Liability and Auto Liability.

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

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 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. Written notice must be made to Lancaster County immediately upon any unforeseen delay, whether excusable or not. Notice must include reason for delay and additional time and/or compensation requested.

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.

2.16 NO CONTACT

Vendors are prohibited from contacting any appointed official, elected official, or employee of Lancaster County concerning any active or future solicitations. Any communication concerning solicitations are to be through the Procurement Office. Any vendor found in violation of this clause shall be suspended or debarred from participating in this or future Lancaster County solicitations.

3.0 SCOPE OF WORK.

3.1 SCOPE AND SPECIFICATIONS

This solicitation has been developed to obtain a qualified Vendor to provide all labor, materials, equipment, delivery, and to perform all applicable work necessary to provide renovations to the future Lancaster County EMS Headquarters Building. All work must be performed according to the plans and specifications provided with this solicitation. Work completed for this task will be expected to adhere to all established laws, standards, and procedures required for this type activity in the State of South Carolina.

This solicitation does not contain the scope for low voltage wiring, security, or access control. Please refer to notes (in red) in the Table of Contents section of the Specifications.

The EMS Headquarters building is located at 3758 Charlotte Hwy, Lancaster, SC. An on-site pre-bid meeting to be held on Thursday, October 15, 2019 at 10:00 AM. Immediately following the pre-bid meeting, bidders will have access to the building until 12:00 PM. Each bidding firm is responsible for being familiar with the site prior to bidding.

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 through Lancaster County Procurement 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.
- Any vendor who wishes to participate in the online bid opening should contact the Procurement Director through the email address provided in this solicitation no later than 48 hours before the bid opening. A Zoom invitation will be sent out prior to the deadline for bids.
- 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 ONLY 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.

Base Bid: _$_____ (Numeric)

_____ (Written)

Alternate #1: _$_____ (Numeric)

_____ (Written)

Alternate #2: _$_____ (Numeric)

_____ (Written)

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

_____

_____

_____

_____

ESTIMATED TIME TO COMPLETE: _____

DATE AVAILABLE TO START: _____

GENERAL CONTRACTOR SCLLR LICENSE NUMBER: _____

SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontractors for the portions of the Work indicated: (If more room is needed, please add separate sheet for remaining subcontractors.)

TYPE OF WORK	SUBCONTRACTOR NAME
1.	
2.	
3.	
4.	
5.	
6.	

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.

If indicated below, each Vendor will 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. If indicated, Vendor will supply a payment and performance bond equal to one hundred percent (100%) of contract sum, as required, within ten (10) days of notice of award and before contract execution:

BID BOND REQUIRED:	YES __x__	NO _____
PAYMENT & PERFORMANCE BOND REQUIRED:	YES __x__	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~~
~~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 SUBMIT A SIGNED COPY OF THIS FORM WITH YOUR OFFER. BY SUBMITTING AN OFFER, YOU ARE AGREEING TO ALL CONDITIONS AND PROVISIONS OF THIS SOLICITATION AND YOU AGREE TO HOLD OFFER OPEN FOR A MINIMUM OF NINETY (90) CALENDAR DAYS AFTER OFFER'S OPENING DATE.

(Please print legibly or type in spaces below)

COMPANY NAME: _____

COMPANY ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____EMAIL: _____

TAXPAYER IDENTIFICATION #: _____

STATE OF INCORPORATION (If applicable): _____

PLEASE CHECK ALL THAT APPLY (As defined via MBE/WBE affidavit, see section 7.0):

- ☐ MINORITY OWNED (If checked, must submit MBE/WBE affidavit: Section 7.0)
- ☐ WOMAN OWNED (If checked, must submit MBE/WBE affidavit: Section 7.0)
- ☐ NOT MINORITY OR WOMAN OWNED

COMPANY OFFICER'S NAME (Please print): _____

AUTHORIZED SIGNATURE: _____DATE SIGNED: _____

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 SOLICATATION.

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 TEN (10) 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 DIRECTRED 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 INFORMATON 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**_____

COUNTY OF LANCASTER, SOUTH CAROLINA AFFIDAVIT OF CERTIFICATION:

Small and Disadvantaged Business Enterprises

Lancaster County requires vendors that claim SBE/MBE/WBE status to provide either proof of current SBE/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 certified as a MBE/WBE, and it meets the qualifications for SBE/MBE/WBE certification as defined by Lancaster County Procurement Code, Sec. 2-301:

LANCASTER COUNTY QUALIFICATIONS FOR SBE/MBE/WBE CERTIFICATION:

Certified classification – A Certified firm is a firm that has been accepted by Lancaster County as certified. The business or business owner must be able to show evidence of:

(1) Existence as a "for profit" business;
(2) Operations for at least one (1) year;
(3) U.S. citizenship or legal resident alien status; and either:
   a. Be determined as an eligible SBE/MBE/WBE in accordance with this subchapter, subject to the provisions of "small business enterprise (SBE), minority business enterprise (MBE)" and "woman-owned business enterprise (WBE)" as defined in this subsection; or
   b. The business holds current registration of SBE/MBE/WBE status with a reciprocal agency deemed acceptable to the county.

Small business enterprise (SBE) classification is a business:

(1) Which is at least fifty-one (51) percent owned by a US Citizen.
(2) Qualifying individual(s) must unconditionally and directly own and control at least 51% of the business. Control means that both the long-term decision making and the day-to-day management of the business are controlled by qualifying individual(s).
(3) The 51% ownership may not be through another business entity.
(4) Which is a for-profit entity which performs a commercially useful function; and
(5) Which is a certified firm through a State or Federal program.

Minority business enterprise (MBE) classification is a business:

(1) 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;
(2) Whose management, policies, major decisions, and daily business operations are independently managed and controlled by one (1) or more minority individuals;
(3) Which performs a commercially useful function; and
(4) Which is a certified firm through a State or Federal program.

Minority individual is classified as a natural person of at least twenty-five (25) percent minimum (documentation may be required) in one (1) of the following groups:

(1) African-Americans/Black;
(2) Hispanic-Americans, which includes persons who are Mexican, Puerto Rican, Cuban, Caribbean, Dominican, Central or South American, regardless of race;
(3) Native-Americans, which includes persons who are American-Indians, Eskimos, Aleuts, or Native-Hawaiians;
(4) Asian-Americans, which includes persons who are individuals of Far East Asia, Southeast Asia, the islands of the Pacific, or the Indian subcontinent;
(5) Arab-Americans.

Woman-owned business enterprise (WBE) classification is a business:

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;

(1) Whose management, policies, major decisions, and daily business operations are independently managed and controlled by one (1) or more such women;
(2) Which performs a commercially useful function; and
(3) Which is a certified firm through a Federal or State program.

COMPANY INFO (Required):

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:_____

Certification must be documented. Please either attach a copy of your firm's certification or have this document notarized. You are not required to do both.

SUBSCRIBED AND SWORN TO before me this_____day of_____, 20_____, by

_____.

_____
NOTARY PUBLIC (seal)
Commission expires: