



REQUEST FOR BIDS
RFB #2022-010 - JANITORIAL SERVICES
SANTEE-LYNCHES REGIONAL COUNCIL OF GOVERNMENTS

SUBMIT: One (1) signed original Bid Form with required documentation, to include all Affidavits attached herein. Bid Proposal must be sealed.

QUESTION DEADLINE: All questions must be received by:
October 14, 2022 at 12:00 NOON
 Questions must be submitted via email or mail and directed to:
ljackson@slcog.org

SUBMISSION: Santee-Lynches Regional COG
 Attn: Administrative Department Chief
 2525 Corporate Way, Suite # 200
 Sumter SC 29154

OUTSIDE OF ENVELOPE MUST BE MARKED:
RFB #2022-010 Janitorial Services

RFB SUBMISSION DEADLINE: **October 17, 2022 by 4:00 P.M.**

Mandatory Site Visits: **October 6, 2022** at 10am or **October 11, 2022** at 10am - 2525 Corporate Way, Suite 200 Sumter, SC 29154

**THE INFORMATION BELOW MUST BE FULLY COMPLETED
 AND SIGNED FOR A PROPOSAL TO BE VALID**

By signing this Statement, I certify that we (firm) will comply with all requirements contained within the RFB.

AUTHORIZED SIGNATURE		PRINTED NAME	DATE
COMPANY FULL LEGAL NAME			
MAILING ADDRESS			
CITY	STATE	ZIP CODE	PHONE
EMAIL			

Specifications:

Purpose: To establish a contract to provide complete and efficient janitorial services for the Santee-Lynches Regional Council of Governments office located at 2525 Corporate Way, Suite 200 Sumter, SC. Contract period will run thru June 30, 2023. Terms of renewal may be up to two years dependent upon the quality of services rendered, and price negotiations.

General Requirements: The Contractor will furnish supervision, labor, equipment, chemicals, and cleaning products (optional) that will provide a continuous level of high-quality janitorial services as outlined in this Request for Bid.

The Contractor shall be responsible for the security of all keys provided for custodial access. In the event of loss or negligent exposure of keys to the risk of breaking security, the Contractor shall be responsible for reimbursement of cost of necessary re-keying of affected areas.

The Contractor shall be responsible for controlling access to the buildings and areas unlocked by Contractor's employees during evening and other times when the Agency is closed for normal business. If theft, vandalism, or other damage results from unauthorized access to the buildings not properly secured after custodial entry, the Contractor shall be responsible for such theft and damage at the sole discretion of Santee-Lynches Regional Council of Governments.

Insurance Requirements/Business Licenses:

The Contractor shall be bonded to provide protection against loss and injury and must provide a copy of an Insurance Certificate.

Workers Compensation: Contractor is required to carry Workers Compensation Insurance as required by State Law and must furnish a copy of the Insurance Certificate upon request.

Indemnification: The Contractor agrees to be liable for, defend and indemnify Santee-Lynches Regional Council of Governments and its Board against all claims, suits, judgments or damages, including the court costs and attorney's fees, arising out of negligent or intentional acts or omissions of the Contractor. The Contractor agrees that it is an independent Contractor and not an agent or employee of Santee-Lynches Regional Council of Governments.

Business License: Contractor must provide a copy of their current Business License along with their Bid Form and other required documents.

Scope of Work:

Contractor shall provide a price quote for providing Janitorial Services for the Santee-Lynches Regional COG Building as outlined below:

2525 Corporate Way, Suite 200, Sumter SC: Two-level building contains approximately 6,856 square feet, receptionist area, copy room, conference room, 11 offices, to include cubicle areas, 4 restrooms, and a break room/kitchen area.

Santee-Lynches will provide toilet tissue, paper towels, hand soap, trash can liners and cleaning supplies.

Cleaning Requirements Two Days per Week – (Wednesday and Friday) - Average of 8-9 cleanings per month:

- Empty trash cans in offices and restrooms, washing trash cans, if needed. Use fresh trash can liners after cans have been cleaned.
- Clean all sinks, countertops, mirrors, toilets, and urinals in restrooms.
- Refill tissue paper and hand towel dispensers.
- Clean water fountain.
- Sweep all entrance areas and non-carpeted areas and remove any debris.
- Sweep and mop tile floors to keep clean and sanitary.
- Sweep and mop stairs.
- Vacuum all carpet areas.
- Clean and refill soap dispensers.
- Notify office of on-site plumbing problems and other damages, such as broken equipment are observed.

Monthly Cleaning Requirements (as needed or a minimum of once a month):

- Dust/wipe chairs; desks; tables; furniture; counters; window ledges and sills; and file cabinets without moving files.
- Dust and wash all baseboards.
- Dust high/hard to reach areas to include ceilings, vents, etc. removing cobwebs and other debris.

Cleaning Requirement One Time during the Contract Period at the direction of the COG Executive Director:

- Strip, seal and wax all tile floors (on applicable specific sites) one time during the contract period (remove and return furniture when completed).

The Contractor must:

- Be available for contact by telephone between the hours of 8:30 AM and 5:00 PM each workday – (Monday-Friday).
- Provide a telephone number for hours after 5:00 PM on all workdays – (Monday-Friday).
- Be responsible for and shall provide supervision of all employees working under this contract. Whenever any employee(s) is working, there shall be a designated direct supervisor directing his/her work.
- Contractor shall ascertain that all of his employees abide by the following rules:
 - Be physically able to perform their assigned work;
 - Be of good integrity and character;
 - Do not disturb any papers, boxes or other materials, except that in trash receptacles, or designated areas for trash or unless material is properly identified as trash;
 - Report any property loss or damage to their supervisor immediately. The supervisor must report such damages within 24 hours to the contracting agency in writing

- specifying the location and extent of the damages. Failure to report such damages, as required, may be construed as default of the contract;
- Do not open desk drawers or file cabinets, or use any telephone, computer or other electronic communication devices except when permission is granted by contracting agency personnel;
 - Do not leave key in doors or admit anyone into building or any office that is not a designated employee of the contractor. All doors must be re-locked upon entry. Any doors found unlocked at point of entry must be reported immediately;
 - Do not clean or move copy machines, or other office equipment except when specifically requested by the contracting agency;
 - Do not remove any article or materials from the premises, regardless of its value or regardless of any employee's permission. Trash items are to be placed in dumpsters or trash cans designated for that purpose;
 - Employees shall comply with security policies and procedures of the contracting agency;
 - The Contractor certifies that he will provide a drug-free workplace as required by the Drug-Free Workplace Act, 41 U.S.C. 701.
 - Upon written request by the contracting agency, any contractor's employee who fails to abide by these or other rules established by the contracting agency will be terminated or replaced.
- Provide and maintain, at no additional cost to the contracting agency, all necessary equipment to perform the proposed janitorial services. Equipment must be commercial grade cleaning equipment.

Mandatory Site Tour: A scheduled mandatory site tour will be held on October 6, 2022, at 10:00 AM or October 11, 2022, at 10:00 AM at 2525 Corporate Way, Suite 200 Sumter, SC. (Only contractors represented at either site tours will be allowed to submit a bid package).

All questions must be submitted via email to ljackson@slcog.org no later than Noon on October 14, 2022.

Time Schedule:

Contractor management and/or supervisor will coordinate with the Site Manager a cleaning schedule so their work can be accomplished between the hours of **5:30 PM and 8:00 AM**.

Confidentiality:

All customer, employee, employer, and vendor information shall be treated as confidential. Contractor shall not disclose any such information.

Other Conditions:

Debarment, Suspension, and Other Matters Related to Public Transactions

The prospective vendor certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

Termination:

Termination for Convenience: The performance of work under this contract may be terminated in whole or in part, by either party for convenience when it is in their best interest. Termination for convenience will be preceded by written notice and shall be effective 10 days after the notice is issued.

Termination for Cause: Santee-Lynches Regional Council of Governments shall terminate the contract if the Contractor fails to provide all services as outlined in the contract. A ten-day notice shall be provided.

Bid Form – Janitorial Services
Santee-Lynches Regional Council of Governments

_____ (Name of Contractor) agrees to furnish all labor, equipment, taxes, insurance, etc. to provide Janitorial Services as outlined in the Scope of Work. Terms of renewal may be up to two years dependent the quality of services rendered, and price negotiation.

Monthly Price Quote for 2525 Corporate Way, Suite 200 Sumter, SC: (Average of 8-9 cleanings per month)

(\$ _____) per month

The above price quote is submitted by:

Company Name: _____

Address: _____

Signature of Authorized Person: _____

Authorized Name and Title: _____

Contact Phone Number: Office: _____ Cell: _____

Email: _____

Federal ID #: _____ Duns #: _____

Date: _____

By signing below, the undersigned acknowledges that the following work is included in their price quotes:

Cleaning Requirements Two Days per Week – (Wednesday and Friday) - Average of 8-9 cleanings per month:

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- Clean all sinks, countertops, mirrors, toilets, and urinals in restrooms.
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- Clean water fountain.
- Sweep all entrance areas and non-carpeted areas and remove any debris.
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- Dust high/hard to reach areas to include ceilings, vents, etc. removing cobwebs and other debris.

Cleaning Requirement One Time during the Contract Period at the direction of the COG Executive Director:

- Strip, seal and wax all tile floors (on applicable specific sites) one time during the contract period (remove and return furniture when completed).

Signature of Authorized Person/Date: _____

Company Name: _____

List (3) Business References with Contact Name, Company Name, Address, Phone #, and Email Address where you have performed similar type of Janitorial work at organizations that are similar in size as the Corporate Way location: (References must be completed as a part of the Bid Package).

Business Reference #1:

Contact Name: _____

Company Name: _____

Address: _____

Phone #: _____

Email Address: _____

Services you performed at this Location: _____

Business Reference #2:

Contact Name: _____

Company Name: _____

Address: _____

Phone #: _____

Email Address: _____

Services you performed at this Location: _____

Business Reference #3:

Contact Name: _____

Company Name: _____

Address: _____

Phone #: _____

Email Address: _____

Services you performed at this Location: _____

If awarded this contract and later granted a renewal contract, what would your price quote be:

For the 1st year renewal?

\$_____ per month for 2525 Corporate Way Suite, 200, Sumter, SC

For a 2nd year renewal?

\$_____ per month for 2525 Corporate Way Suite 200, Sumter, SC

Business License must be attached to the Bid Form.

STANDARD TERMS AND CONDITIONS

SCOPE: THE FOLLOWING TERMS AND CONDITIONS WILL PREVAIL UNLESS OTHERWISE NOTIFIED BY SANTEE-LYNCHES COUNCIL OF GOVERNMENTS WITHIN THIS REQUEST FOR BIDS DOCUMENT. SANTEE-LYNCHES RESERVES THE RIGHT TO REJECT ANY PROPOSAL WHICH TAKES EXCEPTION TO THESE TERMS AND CONDITIONS.

DEFINITIONS USED HEREIN:

- A. "PROPOSAL REQUEST" MEANS A SOLICITATION OF A FORMAL SEALED REQUEST FOR BIDS
- B. "VENDOR" MEANS VENDOR
- C. "PROPOSAL" MEANS THE SUBMISSION OF QUALIFICATIONS AND COST PROPOSAL OFFERED BY THE VENDOR
- D. "SANTEE-LYNCHES" MEANS SANTEE-LYNCHES REGIONAL COUNCIL OF GOVERNMENTS

COMPLETING PROPOSAL: ALL INFORMATION MUST BE LEGIBLE. ANY AND ALL CORRECTIONS AND/OR ERASURES MUST BE INITIALED. AUTHORIZED VENDOR MUST SIGN THE PROPOSAL AND REQUIRED INFORMATION MUST BE PROVIDED.

CONFIDENTIALITY OF PROPOSAL INFORMATION: EACH PROPOSAL MUST BE IN A SEALED ENVELOPE AND CLEARLY MARKED TO PROVIDE CONFIDENTIALITY OF THE PROPOSAL INFORMATION PRIOR TO THE OPENING. SUPPORTING DOCUMENTS AND/OR DESCRIPTIVE LITERATURE MAY BE SUBMITTED WITH THE PROPOSAL OR IN A SEPARATE ENVELOPE MARKED LITERATURE FOR RFB 2021-003. DO NOT INDICATE PRICES ON LITERATURE.

ACCURACY OF PROPOSAL: EACH PROPOSAL IS MADE PUBLIC RECORD OF SANTEE-LYNCHES AFTER AWARD. THEREFORE, IT IS NECESSARY THAT ANY AND ALL INFORMATION PRESENTED IS ACCURATE AND/OR WILL BE THAT BY WHICH THE VENDOR WILL COMPLETE THE CONTRACT.

SUBMISSION OF PROPOSAL: PROPOSALS ARE TO BE SEALED AND SUBMITTED TO SANTEE-LYNCHES VIA MAIL TO OR HAND CARRY TO 2525 CORPORATE WAY, SUITE 200, SUMTER, SC 29154, PRIOR TO THE DATE AND TIME INDICATED ON THE COVER SHEET.

ADDENDA: ALL CHANGES IN CONNECTION WITH THIS PROPOSAL WILL BE ISSUED BY SANTEE-LYNCHES IN THE FORM OF A WRITTEN ADDENDUM. SIGNED ACKNOWLEDGMENT OF RECEIPT OF EACH ADDENDUM MUST BE SUBMITTED WITH THE PROPOSAL.

LATE PROPOSALS AND MODIFICATIONS OR WITHDRAWALS: PROPOSALS RECEIVED AFTER THE DEADLINE DESIGNATED IN THIS RFB **WILL NOT** BE CONSIDERED. PROPOSALS MAY BE WITHDRAWN OR MODIFIED PRIOR TO THE DEADLINE DATE AND TIME INDICATED FOR SUBMISSION ON THE COVER SHEET.

PROPOSAL CONDITION OF PRICE: ALL COST PROPOSALS SUBMITTED SHALL REMAIN EFFECTIVE FOR A MINIMUM PERIOD OF 60 DAYS, OR UNTIL EVALUATION IS COMPLETE AND AWARD IS MADE. THEREAFTER, THE CONTRACT PRICE SHALL REMAIN EFFECTIVE FOR THE TERM OF THE CONTRACT.

INSURANCE: THE CONTRACTOR SHALL PROCURE, MAINTAIN, AND PROVIDE PROOF OF, INSURANCE COVERAGE FOR INJURIES TO PERSONS AND/OR PROPERTY DAMAGE AS MAY ARISE FROM OR IN CONJUNCTION WITH, THE WORK PERFORMED ON BEHALF OF SANTEE-LYNCHES BY THE CONTRACTOR, HIS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS AT THEIR OWN EXPENSE. PROOF OF COVERAGE SHALL BE SUBMITTED PRIOR TO ENTERING INTO THE CONTRACT AND SUCH COVERAGE SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF THE CONTRACT PERIOD FOR OCCURRENCE POLICIES. CLAIMS MADE POLICIES MUST BE IN FORCE OR THAT COVERAGE PURCHASED FOR THREE (3) YEARS AFTER CONTRACT COMPLETION DATE.

NEW MATERIALS, SUPPLIES OR EQUIPMENT: UNLESS OTHERWISE SPECIFIED, ALL MATERIALS, SUPPLIES OR EQUIPMENT OFFERED BY A VENDOR WILL BE NEW, UNUSED, OF RECENT MANUFACTURE, FIRST CLASS IN EVERY RESPECT, AND SUITABLE FOR THEIR INTENDED PURPOSE. ALL EQUIPMENT WILL BE ASSEMBLED AND FULLY SERVICED, READY FOR OPERATION WHEN DELIVERED.

WARRANTY: SUPPLIES OR SERVICES FURNISHED AS A RESULT OF THIS PROPOSAL WILL BE COVERED BY THE MOST FAVORABLE COMMERCIAL WARRANTIES, EXPRESSED OR IMPLIED, THAT THE VENDOR AND/OR MANUFACTURER GIVES TO ANY CUSTOMER. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE IN ADDITION TO AND DO NOT LIMIT ANY RIGHTS AFFORDED TO SANTEE-LYNCHES BY ANY OTHER CLAUSE OF THIS PROPOSAL. SANTEE-LYNCHES RESERVES THE RIGHT TO REQUEST FROM VENDORS A SEPARATE MANUFACTURER CERTIFICATION OF ALL STATEMENTS MADE IN THIS PROPOSAL.

METHOD OF AWARD AND NOTIFICATION: PROPOSALS WILL BE ANALYZED AND THE AWARD MADE, BASED ON THE EVALUATION CRITERIA FOR THIS PROPOSAL, TO THE BEST QUALIFIED VENDOR. SANTEE-LYNCHES RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND ANY PART OF A PROPOSAL; TO WAIVE INFORMALITIES, TECHNICAL DEFECTS, AND MINOR IRREGULARITIES IN PROPOSALS RECEIVED. IT IS THE POLICY OF SANTEE-LYNCHES THAT IN THE EVENT TWO OR MORE OFFERORS ARE TIED AFTER EVALUATION OF PROPOSALS, AWARDS SHALL BE DETERMINED AS FOLLOWS:

1. SHOULD THERE BE A FIRM LOCATED WITHIN THE SANTEE-LYNCHES REGION (CLARENDON, KERSHAW, LEE, OR SUMTER COUNTIES OF SOUTH CAROLINA) TIED WITH AN OUT-OF-REGION FIRM, THE AWARD SHALL BE MADE TO THE FIRM WITHIN THE REGION.
2. SHOULD THERE BE A SOUTH CAROLINA FIRM TIED WITH AN OUT-OF-STATE FIRM, THE AWARD WILL BE MADE TO THE SOUTH CAROLINA FIRM.
3. TIED PROPOSALS INVOLVING SANTEE-LYNCHES AREA FIRMS WILL BE RESOLVED BY THE FLIP OF A COIN BY THE REVIEW COMMITTEE CHAIRPERSON OR THE EXECUTIVE DIRECTOR OF SANTEE-LYNCHES.
4. TIED PROPOSALS INVOLVING SOUTH CAROLINA FIRMS NOT IN THE SANTEE-LYNCHES REGION WILL BE RESOLVED BY THE FLIP OF A COIN BY THE REVIEW COMMITTEE CHAIRPERSON OR THE EXECUTIVE DIRECTOR OF SANTEE-LYNCHES.

CREDIT TERMS: VENDOR WILL INDICATE ALL DISCOUNTS FOR FULL AND/OR PROMPT PAYMENT. DISCOUNT WILL BE CONSIDERED AS A COST FACTOR IN THE DETERMINATION OF AWARD, EXCEPT DISCOUNTS OFFERED FOR PAYMENT WITHIN LESS THAN TEN (10) CALENDAR DAYS. DISCOUNTS OFFERED WILL BE COMPUTED FROM DATE OF RECEIPT OF CORRECT INVOICE OR RECEIPT AND ACCEPTANCE OF PRODUCTS, WHICHEVER IS LATER.

SELLER'S INVOICE: INVOICE WILL BE PREPARED AND SUBMITTED IN DUPLICATE TO ADDRESS SHOWN ON THE PURCHASE ORDER. SEPARATE INVOICES ARE REQUIRED FOR EACH PURCHASE ORDER. INVOICE WILL CONTAIN THE FOLLOWING GENERAL INFORMATION; PURCHASE ORDER NUMBER, ITEM NUMBER, DESCRIPTION OF SUPPLIES OR SERVICES, SIZES, UNIT OF MEASURE, QUANTITY, UNIT PRICE AND EXTENDED PRICE.

SAFETY: ALL PRACTICES, MATERIALS, SUPPLIES, AND EQUIPMENT WILL COMPLY WITH THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT, AS WELL AS ANY PERTINENT FEDERAL, STATE AND/OR LOCAL SAFETY OR ENVIRONMENTAL CODES. IT IS THE RESPONSIBILITY OF THE VENDOR TO PROVIDE MATERIAL SAFETY DATA SHEETS FOR PRODUCT(S) REQUIRING THE SAME.

DISCLAIMER OF LIABILITY: SANTEE-LYNCHES AND/OR ANY OF ITS AGENCIES, WILL NOT HOLD HARMLESS OR INDEMNIFY ANY VENDOR FOR ANY LIABILITY WHATSOEVER.

HOLD HARMLESS: THE CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD SANTEE-LYNCHES, ITS OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, PENALTIES, DAMAGES, SETTLEMENTS, COSTS CHARGES, PROFESSIONAL FEES OR OTHER EXPENSES OR LIABILITIES OF EVERY KIND AND CHARACTER ARISING OUT OF OR RELATING TO ANY AND ALL CLAIMS, LIENS, DEMANDS, OBLIGATIONS, ACTIONS, PROCEEDINGS OR CAUSE OF ACTION OF EVERY KIND AND CHARACTER IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT AND/OR THE PERFORMANCE HEREOF, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL SUCH CLAIMS, ETC., RELATING TO PERSONAL INJURY, INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, (OR APPLICATION FOR ANY THEREOF) OR OF ANY OTHER TANGIBLE OR INTANGIBLE PERSONAL OR PROPERTY RIGHT, OR ACTUAL OR ALLEGED VIOLATION OF ANY APPLICABLE STATUTE, ORDINANCE, ADMINISTRATIVE ORDER, RULE OR REGULATION, OR DECREE OF ANY COURT WILL BE INCLUDED IN THE INDEMNITY HEREUNDER. THE CONTRACTOR FURTHER AGREES TO INVESTIGATE, HANDLE, RESPOND TO PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, ETC. AT HIS/HER SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF SUCH CLAIM IS GROUNDLESS, FALSE OR FRAUDULENT.

LAW GOVERNING: ALL CONTRACTUAL AGREEMENTS WILL BE SUBJECT TO, GOVERNED BY, AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF SOUTH CAROLINA.

ANTI-DISCRIMINATION CLAUSE: NO VENDOR TO THIS REQUEST WILL IN ANY WAY, DIRECTLY OR INDIRECTLY, DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, HANDICAP, SEX, NATIONAL ORIGIN, OR RELIGIOUS CREED.

SANTEE-LYNCHES REGIONAL COUNCIL OF GOVERNMENTS IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

AFFIDAVIT I

AFFIDAVIT OF NON-COLLUSION

I, _____, depose and say that I am the

_____ of _____, who
("President", "Vice-President", etc.) (Insert name and address of proposing organization)

submits this proposal to Santee-Lynches and hereby declares that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and that the applicant had to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal, and that the applicant has not in any manner sought by collusion to secure for himself in advantage over any other applicant.

_____ at _____
Date City, State

Affix Corporate Seal:

I certify or declare under penalty of perjury that the foregoing is true and correct.

Signature

AFFIDAVIT II

ALL ORGANIZATIONS MUST COMPLETE THE FOLLOWING AFFIDAVIT AS TO NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES.

The undersigned representatives do hereby certify that the applicant or contractor does and will continue to comply with Title VI of the Civil Right Acts of 1964 (42USCS2000d) and all other applicable federal, state and local statutes relative to non-discrimination.

The undersigned further recognizes that the Santee-Lynches Regional Council of Governments may not contract with any organization which is not in compliance with these assurances. No person shall on the grounds of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded in whole or in part with funds available from the federal government.

Organization

Location (address)

City, State and Zip Code

Officer's Signature

Officer's Title with Organization

Date

AFFIDAVIT III

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 the 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 "sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all" sub-recipients 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.

Contractor

Name and Title of Authorized Signatory

Signature

Date

AFFIDAVIT IV

Certification Regarding
Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier
Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date