



**SANTEE  
LYNCHES**

*Regional Council of Governments*

## **Professional Building Inspector Services**

Request for Proposals  
#2021 - 004

**Proposal Due Date:**  
October 8, 2021 by 3:00pm

# **ACKNOWLEDGEMENT OF CONDITIONS**

For RFP #2021 - 004

**PROJECT** Professional Building Inspector Services

**REQUIREMENTS:** Enclosed

**SCOPE OF WORK:** Santee-Lynches Regional Council of Governments is soliciting proposals for professional building inspection services. The retained consultant will independently perform a variety of inspections to determine building code compliance with foundation, framing, electrical, plumbing, mechanical, housing access, life safety and other functional elements. Inspections performed are primarily for residential properties, although specific elements of commercial and industrial buildings may be included.

**QUESTION DEADLINE:** Any questions must be received by:  
Questions must be submitted via email or mail and directed to:  
cchilders@slcog.org

**SUBMISSION:** Santee-Lynches Regional Council of Governments  
2525 Corporate Way  
Suite 200  
Sumter, SC 29154

OUTSIDE OF ENVELOPE MUST BE MARKED:

**“RFP # 2021 – 004 BUILDING INSPECTOR SERVICES”**

**RFP SUBMISSION DEADLINE:**

**October 8, 2021 by 3:00pm**

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

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

FULL LEGAL COMPANY NAME		DUNS NUMBER:	
MAILING ADDRESS			
CITY	STATE	ZIP CODE	PHONE
EMAIL			

# REQUEST FOR PROPOSALS

## I. INVITATION

Santee-Lynches Regional Council of Governments (Santee-Lynches) is soliciting proposals for professional building inspection services. This is an experienced classification that independently performs a variety of inspections to determine building code compliance with foundation, framing, electrical, plumbing, mechanical, housing, access, life safety and other functional elements. Inspections performed are primarily for residential properties, although specific elements of commercial and industrial buildings may be included.

To qualify for consideration, one (1) original plus three (3) copies of your proposal must be received by Santee-Lynches by 3:00 PM on October 8, 2021. It is the sole responsibility of the proposer to see that the proposal is received before the submission deadline. Proposers shall bear all risks associated with delays in the U.S. mail or delivery service. Proposals received after the deadline will not be considered. **Proposals will only be accepted in person, by U.S. Mail or by private courier service.** No proposals will be accepted via oral or email communication, telephone, or fax transmission. Proposals will be opened after 3:00 PM on **October 8, 2021** in the presence of at least two (2) witnesses. Only the names of respondents will be disclosed at that time.

A committee convened by Santee-Lynches will subsequently review and evaluate the proposals according to the criteria outlined in Section VI.

This solicitation does not commit Santee-Lynches to award a contract, to pay any cost incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. Santee-Lynches reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified respondents, or to cancel in part or in its entirety this proposal, if it is in the best interest of Santee-Lynches to do so.

Any requests for clarification or additional information deemed necessary by any respondent to present a proper proposal must be submitted in writing as follows by Monday, October 4, 2021 at 5:00 PM:

Mail to: 2525 Corporate Way, Suite 200, Sumter, SC 29154

**OR**

Email to: [Cchilders@slcog.org](mailto:Cchilders@slcog.org)

Written questions or requests for clarification must be received before the question deadline stated above. Any request received after the above stated deadline will not be considered. All requests received prior to the above deadline will be responded to in writing by Santee-Lynches in the form of an addendum addressed and emailed to all prospective respondents.

**Restrictions Applicable to Offers:** Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the South Carolina State Ethics Act. After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.* Any communication regarding the submission evaluation, award must be solely addressed to the procurement coordinator, or designee. This restriction may be lifted by express written

permission from the procurement coordinator.

**The proposal will be awarded on the basis of Santee- Lynches' total requirements, to onerespondent.**

## **II. ORGANIZATION BACKGROUND**

Santee-Lynches Regional Council of Governments was established in 1971 by the South Carolina Legislature. Santee-Lynches is one of ten regional, sub-state, multi-county districts in the State. The mission of the organization is to serve as a forum of governments, advocating a regional vision through identification of opportunities, effective courses of action, and appropriate resources essential to enable local governments to improve the quality of life for the citizens of Clarendon, Kershaw, Lee, and Sumter Counties. Santee-Lynches' purpose is to work with local governments and public agencies to increase efficiency and effectiveness. Santee- Lynches is also a means for bringing the public and private sector leaders of the region together to determine needs, set priorities, develop diverse solutions to common problems, -and capitalize on mutually beneficial cross- jurisdiction opportunities. Santee-Lynches is governed by a Board of Directors comprised of 29 representatives from member local governments and state legislative delegations who set the organization's work program and budget.

## **III. ROLE OF CONSULTANT /SCOPE OF WORK**

The proposed consultant will be responsible for, but not limited to, the following:

- Inspect new and existing residential properties for conformance to codes, regulations, plans, specifications, and standards related to foundations, framing, electrical, mechanical, plumbing, housing, access, life safety and other functional elements.
- Maintain the appropriate software.
- Prepare line-item cost estimates of work to be performed (Public Body Estimate) in Thirty (30) calendar days, adhering to the Walk-Through Schedule.
- Conduct final inspection and certify that work is completed to necessary specifications and industry standards.
- Conduct timely follow-up to ensure all warranty repair requests from homeowners are appropriately addressed by contractors.
- Review damaged buildings to evaluate safe occupancy after fires or other occurrences.
- Consult with local Building Officials regarding legal aspects of code compliance and building matters.
- Preparation of correspondence, reports, correction notices procedures and other written materials, and maintain accurate records and files.
- Interface directly with targeted persons/family units receiving housing assistance, contractors.
- Conduct initial inspection survey estimates of housing unit prior to grant award to determine need for repairs and renovations.
- Maintain contact logbook noting date, time, and location of each walk-through, site visit, bid opening and call to contractors.
- Conduct pre-bid walk-throughs.
- Assist in conducting bid openings/review and calculate accuracy of all bids awarded.
- Attend pre-construction conferences with homeowner, housing coordinator, and contractor.
- Conduct periodic inspections of the work in progress to ensure compliance with contract provisions and established codes and regulations.
- Inspect work for conformance to accepted practices, to check the materials for conformance to accepted quality, to note variances from regulations and explain the need for correction to contractor, and to follow-up with written corrections.

- Take into account any need for change orders and to withhold final approval of work until corrections are made.
- Maintain knowledge of Lead Base Paint regulations and requirements for abatement.

#### **IV. QUALIFICATIONS**

The consultant should have the following technical capabilities and qualifications in the field of construction and construction management:

- Understanding of building, plumbing, electrical, mechanical, life safety, energy and related codes applicable in Clarendon, Kershaw, Lee, and Sumter Counties of South Carolina.
- Knowledge of and experience in construction methods, materials, tools and equipment used for current residential, commercial and industrial construction.
- Ability to properly document inspections and correct violations.
- Experience with applicable codes, ordinances and regulations, including applicable safety standards.
- Proficiency with computer applications related to the work.
- Knowledge of concepts and practices of non-structural plan review.
- Understanding of techniques for effectively representing Santee-Lynches in contacts with contractors, community groups and professional and regulatory organizations.
- Understanding of techniques for dealing with and solving the problems presented by a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and via telephone.
- Ability to develop work write-ups and Public Body Estimates (PBE). The standard for all construction projects is the International Construction Code (ICC) with South Carolina Modifications in effect at the time of work.
- Must have an active license from the South Carolina Department of Labor, Licensing and Regulation to conduct construction and construction management activities in the State of South Carolina.
- Contractors and Subcontractors must have active registration on the System for Award Management ([www.SAM.gov](http://www.SAM.gov)), that remains active during the time of the project.
- Must possess liability and property damage insurance equal to or greater than \$1,000,000 per occurrence.
- Must possess workers' compensation insurance equal to or greater than \$1,000,000 per occurrence.

Respondents shall provide proof of qualifications as well as examples of similar work completed, as requested by Santee-Lynches.

#### **V. PROPOSAL SUBMISSION REQUIREMENTS**

This section provides a summary of information to be included in fulfilling the requirements of this RFP. Proposals must be submitted in the format outlined in this section. Respondents must furnish all information required by the request.

The requirements stated herein do not preclude respondent from furnishing additional information as deemed appropriate. Substantial deviation from the minimum requirements stated herein may be cause for rejection from further consideration.

**Part 1 Transmittal Letter** - A signed letter of transmittal containing the following items:

- 1) Brief statement on the respondent's commitment to perform the work;
- 2) Brief statement as to why the respondent's believes it to be best qualified to perform the work;
- 3) Statement that the submittal is an offer and irrevocable for 90 calendar days;
- 4) Full legal name of the business **AND** its DUNS number;
- 5) Primary contact information for the person to contact regarding proposal;
- 6) Name of the person authorized to bind the firm/vendor.

**Part 2 Understanding** - Respondent shall include an understanding of the scope of work, and a general statement of the solutions the Respondent plans to offer Santee-Lynches.

**Part 3 Performance, Qualifications and Ability of Professional Personnel** - Include real names of key personnel who will be administering the contract and relevant experience on similar projects and qualifications which shows proven and demonstrated ability to execute the requirements of the RFP.

Include location of nearest offices, a statement of current workload and ability to meet deadlines, and the number of years in business. Include a list of the three (3) most recent projects for which the respondent has performed similar services of similar size, scope, and complexity,

**Part 4 Schedule** - Include availability and turnaround schedule for each project.

**Part 5 Cost Proposal** - Include complete cost proposal using form found in Attachment A.

**Part 6 Addendum(s)** - Acknowledge addendum(s) if any.

**Other Requirements** - One (1) original plus three (3) copies of the proposal are required.

Respondents shall fully inform themselves on conditions, requirements, and specifications before submitting their proposal. Failure to do so shall be at Respondent's own risk and the Respondent cannot secure relief by plea of error.

Neither law nor regulations make allowance for error of omission or commission on the part of the Respondent.

FAILURE TO INCLUDE ALL REQUIRED SUBMISSION MATERIALS MAY RENDER THE PROPOSAL NON-RESPONSIVE, AS DETERMINED BY SANTEE-LYNCHES.

## **VI. SELECTION CRITERIA**

Proposals will be evaluated on the following criteria, listed in order of importance.

**Part 1 - Experience** - Measured in terms of previous experience in providing similar services for past projects.

**Part 2 - Qualifications of Personnel** - Measured in terms of relevant experience and qualifications of key personnel and their ability to execute the project, and quality of past projects.

**Part 3 - Performance, Qualifications and Ability of Professional Personnel** - Include real names of key

personnel who will be administering the contract and relevant experience on similar projects and qualifications which shows proven and demonstrated ability to execute the requirements of the RFP.

**Part 4 - Availability of Firm and Completion Timeline** -Measured in terms of how quickly the respondent can conduct work on and complete each -individual assignment.

**Part 5 -Cost** - Measured in terms of the dollar value responsive and responsible cost proposal.

## **VII. QUALIFICATIONS OF RESPONDENTS**

Santee-Lynches may make such investigation as it deems necessary to determine the ability of a Respondent to furnish the required materials and services, and the Respondent will furnish to Santee-Lynches all information and data for this proposal as Santee-Lynches may reasonably request.

Discussions may be conducted with respondents who submit proposals determined to be reasonably capable of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. While conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing respondents.

Santee-Lynches reserves the right to reject a proposal if submission of additional requested information and data or the investigation of a Respondent fails to satisfy Santee-Lynches that Respondent is properly qualified to carry out the obligations of the Contract.

## **VIII. METHOD AND DURATION OF AWARD**

Santee-Lynches intends to execute a professional services contract with one firm for the outlined services, in accordance with the guidelines of the Santee-Lynches Procurement Manual. The contract will be for a period of up to (1) one year. At the end of the (1) one year period, if both parties are in agreement, performance is acceptable, and rates agreed upon, Santee-Lynches may renew the contract annually for up to two (2) additional one (1) year periods. All renewals will be finalized thirty (30) days before expiration of original agreement.

Santee-Lynches reserves the right to reject any or all proposals and to waive minor informalities and technicalities to make a selection, if any, based solely on the best interests of Santee-Lynches.

## **IX. TERMINATION BY SANTEE-LYNCHES**

In the event no funds or insufficient funds are appropriated and made available for payments due under this contract, then Santee-Lynches shall immediately notify the firm of such occurrence, and this contract shall create no further obligation of Santee-Lynches as to such current or succeeding fiscal year and shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, this contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Santee-Lynches of any kind whatsoever. No right of action or damages shall accrue to the benefit of the firm as to that portion of this contract that may so terminate. Santee-Lynches shall provide the successful firm with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described immediately above, the firm shall not prohibit or otherwise limit the State's right to pursue and contract for alternate solutions and remedies as deemed necessary by Santee-



Lynches for the conduct of its affairs. All provisions stated herein shall apply to amendment to the execution of any option to extend the contract.

#### **X. APPROVAL OF USE OF NAMES**

The firm may not include Santee-Lynches Regional Council of Governments in its published list of customers without prior approval. With regard to news releases, only the name and duration of contract may be used and only with prior approval of Santee-Lynches. The firm agrees not to publish or cite in any form any comments or quotes from Santee-Lynches Regional Council of Governments Board Members, officials or staff. The firm further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Santee-Lynches.

#### **XI. COMPLIANCE WITH CODES, ORDINANCES, INDUSTRY STANDARDS**

During the term of this contract, it shall be the firm's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards. The contracted firm will also be held professionally liable for the work of any utilized subcontractors and shall provide assurances that such personnel will devote sufficient time to properly carry out the designated scope of project work.

**The firm and any and all subcontractors will be required to submit a W-9 Form and a Certificate of Liability Insurance with the Santee-Lynches Regional Council of Governments listed as the Certificate Holder before work begins or any payment is rendered.**

#### **XII. ASSIGNMENT**

No contract or its provisions may be assigned, sublet or transferred without the written consent of Santee-Lynches.

#### **XIII. OTHER CONDITIONS**

##### **Audits, Reviews, and Records**

At Santee-Lynches' request, the selected firm shall, throughout the life of the contract and two years subsequent to the completion of the contract, participate in Federal or State audits or monitoring visits. The firm's supply may include, but not be limited to, producing documentation, gathering data, preparing reports or correspondence, and assisting Santee-Lynches in responding to technical questions associated with the contracted project.

##### **Debarment, Suspension, and Other Matters Related to Public Transactions**

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

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

b) 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.

## 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 PROPOSALS 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 PROPOSALS
- B. "RESPONDENT" 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 RESPONDENT 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 RFP (NUMBER). 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 RESPONDENT 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 RFP 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 FULL 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 LOWEST RESPONSIVE AND RESPONSIBLE 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.

**SELLERS 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 RESPONDENT FOR ANY LIABILITY WHATSOEVER.

**HOLD HARMLESS:** THE CONSULTANT 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 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 RESPONDENT 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.

# Attachment A COST PROPOSAL

## **Residential Property Professional Building Inspection and Consulting Services**

*\*Note: On each individual property, all tasks may not be required.*

<b>Task</b>	<b>Per Unit Cost Proposal</b>
Completion of Initial Inspection	
Completion of Work Write-Up/PBE	
Completion of Monitoring, Walk-Thru, Bid Opening	
Completion of Interim Inspections, all Change Orders, Pay Requests and Special Inspections required	
Completion of Final Inspection	

## **Commercial Property Professional Building Inspection and Consulting Services**

*\*Note: On each individual property, all tasks may not be required.*

<b>Task</b>	<b>Per Unit Cost Proposal</b>
Completion of Initial Inspection	
Completion of Work Write-Up/PBE	
Completion of Monitoring, Walk-Thru, Bid Opening	
Completion of Interim Inspections, all Change Orders, Pay Requests and Special Inspections required	
Completion of Final Inspection	