



2525 Corporate Way, Suite 200  
Sumter, South Carolina 29154

## **Far UVC Light Services**

Request for Bids  
#2020-010

**Proposal Due Date:**  
**January 25, 2021**  
**3:00 P.M.**

# **ACKNOWLEDGEMENT OF CONDITIONS**

for RFB #2020-010

**PROJECT:** Far UVC Light Services

**REQUIREMENTS:** Enclosed

**SCOPE OF WORK:** Santee-Lynches Regional Council of Governments Requests  
Proposals for Far UVC Light Services

**QUESTION DEADLINE:** All questions must be received by:  
**January 13, 2021 at 3:00 PM**  
Questions must be submitted via email or mail and directed to:  
[ajacobs@slcog.org](mailto:ajacobs@slcog.org)

**SUBMISSION:** **Santee-Lynches Regional COG**  
**Attn: Government Services Chief**  
**29 Franke Clarke St.**  
**Sumter SC 29150**

OUTSIDE OF ENVELOPE MUST BE MARKED:  
**“RFB # 2020-010 Far UVC Light Services”**

**RFB SUBMISSION DEADLINE:** **January 25, 2021 by 3:00 P.M.**

**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			

# **REQUEST FOR BIDS**

**for RFB #2020-010**

## **I. INVITATION**

Santee-Lynches Regional Council of Governments (hereafter identified as Santee-Lynches) in South Carolina seeks proposals from vendors interested in providing Far UVC Light Services on public transit and in public schools. We do NOT seek proposals for conventional UVC technologies. Considering the current pandemic, it is critical to find technologies to help ensure the safety of citizens, students, administrators and staff who serve the public. The qualified service provider/vendor will be able to rapidly deploy Far UVC technology on public transit systems, school buses, and in the entrances ways of our schools. Additional installs in senior centers and senior center transport vehicles as requested per final contract. Germicidal ultraviolet light (UVC), typically at 254 nm, is effective at limiting airborne viral transmissions, but used directly, can be a health hazard to skin and eyes. By contrast, Far-UVC light (207–222 nm) efficiently kills pathogens without harm to exposed human tissues.

To qualify for consideration, **one (1) original plus three (3) copies** of your proposal must be received by the office designated above by **3:00 PM on January 25, 2021**. It is the sole responsibility of the Vendor to see that the proposal is received before the submission deadline. The Vendor shall bear all risks associated with delays in the U.S. mail or delivery service. Late proposals will not be considered. **Proposals shall be accepted in person, by U.S. Mail or by private courier service.** NO Proposals shall be accepted via oral or email communication, telephone or fax transmission. Proposals will be opened after January 25, 2021 in the presence of two (2) witnesses. Only the names of Vendors will be disclosed at that time.

A proposal review panel will subsequently review and evaluate the proposals according to the criteria outlined in Section IV.

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 Vendors, or to cancel in part or in its entirety this proposal, if it is in the best interest of Santee-Lynches or the Authority to do so.

**Any requests for clarification or additional information deemed necessary by any Vendor to present a proper proposal must be submitted in writing by 3:00 PM on January 13, 2021 as follows:**

Mail to:

**Santee-Lynches Regional COG  
Attn: Government Services Chief  
29 Franke Clarke St.  
Sumter SC 29150**

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 in the form of an addendum addressed and emailed to all prospective vendors.

**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, or 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 based on Santee-Lynches' total requirements, to one (1) vendor.**

## **II. ORGANIZATION BACKGROUND**

Established in 1969, Santee-Lynches is a state chartered agency which provides a wide range of services to citizens, county governments, and municipalities within Clarendon, Kershaw, Lee, and Sumter counties. Santee-Lynches operates under the guidance of a twenty-nine member Board of Directors comprised of elected officials and citizens-at-large from the four (4) county area and is one of ten such regional agencies in South Carolina.

## **III. GENERAL RFB INFORMATION**

We desire to deploy Far UVC Light systems into public schools in addition to putting it on school buses, public transit buses, and senior center facilities and transport vehicles. Technology must be able to be permanently mounted and run continuously during operating hours.

- 10 senior centers
- 8 senior center buses
- 62 school way entrances
- 331 (approximately) school buses
- 228 public transit buses

## **IV. ROLE OF CONTRACTOR/SCOPE OF WORK**

Santee-Lynches requests the submittal of proposals from vendors interested in providing Far UVC Light Services into our public transit system, school facilities and buses, and senior transport vehicles and facilities.

### **Scope of Work**

Install safe and effective Far UVC Light Systems (207-222nm wavelength) that can run continuously during hours of operation and provide an on-going source of sanitation and disinfection. For public buses, school buses, senior transports, systems must be able to sanitize and disinfect 200-300 square feet. For public school entrance ways and senior centers, the system must be able to sanitize and disinfect 800-1000 square feet.

## **V. QUALIFICATIONS**

Vendors must have a demonstrated track record of furnishing satisfactory evidence of their ability to provide services in accordance with the terms and conditions of these specifications. Santee-Lynches reserves the right to make the final determination as to the proposer's ability to provide the products and/or services requested herein. Vendor must have:

- 1) Adequate business insurance policy coverage amounts
- 2) Adequate personnel/staffing.

Additionally, qualified firms should also detail the following:

- 1) Number of years your firm has been in business
- 2) Number of years in business of providing proposed services
- 3) Contact information for at least three recent project references

**Respondents shall provide proof of these qualifications as well as examples of similar work completed, as requested.** Qualified firms should be prepared for a potential in-person interview. If your firm will be hiring sub-contractors, please clearly state this in your proposal and identify the degree of work that any subcontractor will be performing. Sub-contractors should also be available for interview.

This is an open and competitive process. If you wish to submit alternate solutions, please do so.

**The price you quote should be all-inclusive**, to include installation. If your price excludes certain fees or charges, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees. Provisions of this RFB and the contents of the successful responses are considered available for inclusion in final contractual obligations.

Compensation for the services shall be a fixed fee with a contract maximum with all costs subject to pre award & final audits. Santee-Lynches reserves the right to retain ten percent (10%) of all reimbursements until a final audit has been satisfactorily completed, if such action is in the best interest of the organization.

## **VI. INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS**

This section provides a summary of information to be included in fulfilling the requirements of this RFB. Proposals must be submitted in the format outlined in this section. Vendors must furnish all information required by the request. The requirements stated herein do not preclude the vendor from furnishing additional information as deemed appropriate. Substantial deviation from the minimum requirements stated herein may be cause for rejection from further consideration.

**General Instructions** - All proposals must be assembled in the following order:

- 1) Cover Sheet
- 2) Project Narrative
- 3) Statement of Work
- 4) Budget
- 5) Schedule - Include availability and completion schedule for the project
- 6) 2020 W-9 Form
- 7) Performance Bond
- 8) Payment Bond
- 9) Four (4) required affidavits (sign and scan into final quote package)

Applicants must use the forms provided here in completing their proposals.

**Project Narrative** - The narrative will describe applicant's services and professional and organizational experience. When preparing your response, please list the number and name of the sections as they appear below.

- 1) Company Information
  - a. Full legal company name
  - b. Year business started
  - c. Location of company headquarters
  - d. Brief company history
  - e. Current # of people employed

- f. Key contact name, title, address (if different from above address), email address, and direct telephone number.
- 2) Relevant Experience and Qualification
  - a. Describe your experience in providing these services in similar projects.
- 3) References
  - a. Submit the name of three (3) organizations that can serve as references that you are currently providing services for—include names, addresses, e-mail addresses and telephone numbers. Santee-Lynches reserves the right to contact other persons not specifically listed as references but who may have direct knowledge of the vendor’s previous work. Please provide information referencing the actual services provided, customer size (number of users), and the length of tenure providing services to this client.
- 4) **Nonperformance** - If your company has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor’s nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. If default occurred, list complete name, address and telephone number of the party. State whether or not your firm has been involved in any litigation within the past five (5) years, arising out of your performance. Explain fully if it has been involved in any litigation.

**Statement of Work** - Describe your approach to providing the services listed in the Scope of Work (Section IV) and your methodology for providing on-going support.

**Budget** - Please provide a budget for the costs associated with all items. Describe how your services are priced, and any specific pricing you can provide. Define any additional charges (e.g. travel expenses).

Costs must be invoiced to us by the five (5) different categories of: schools, school buses, public transit buses, senior centers, and senior transport vehicles. The invoice must clearly state the category.

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

## **VII. FUNDING RECOMMENDATION AND EVALUATION CRITERIA**

### **Funding Recommendations Process**

The funding recommendations process is as follows:

- 1) Acceptance for Review - Only proposals received by the deadline shall be accepted and reviewed. Proposals submitted that are substantially incomplete, or use unauthorized forms may be termed "non-responsive" and will not be reviewed.
- 2) Contents Review - Proposals received by the deadline and accepted for review shall be ranked and scored according to the criteria listed in this RFB.

### **Evaluation Criteria**

Proposals will be evaluated on the following criteria. Each criterion is listed in the order of importance.

- 1) Value/Pricing Structure and Price Levels – Reasonable price commensurate with the value offered by the vendor.
- 2) Vendor Experience – Candidates shall be rated primarily on whether or not they have a substantial history of providing similar services. References shall weigh heavily in the scoring.
- 3) Suitability of the Proposal – the proposed solution meets the needs and criteria set forth in the RFB.
- 4) Proposal Presentation – The information is presented in a clear, logical manner and is well

organized.

### **VIII. QUALIFICATIONS OF VENDORS**

Santee-Lynches may make such investigations as it deems necessary to determine the ability of a vendor to deliver the required materials and services, and the vendor will furnish all information for this purpose as Santee-Lynches may reasonably request.

Submissions shall be reviewed by the proposal review panel. The proposal review panel will review and analyze the responses and schedule times to review each vendor's proposal. Vendors invited to attend the interview shall bear their own expenses for attending. Santee-Lynches will not be responsible for any costs associated with interviews. The Panel will then make a recommendation to Santee Lynches Regional Council of Governments Executive Director for award using the selection criteria set forth above.

Discussions may be conducted with vendors 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 vendors.

Santee-Lynches reserves the right to reject a proposal if the evidence submitted by or the investigation of such vendor fails to satisfy that the vendor is properly qualified to carry out the obligations of the contract and to deliver the equipment and services described herein.

### **IX. METHOD OF AWARD**

Santee-Lynches intends to select one (1) vendor to whom we will contract the installation of the Far UVC Light systems on to school buses, public transit buses, school entrance ways and senior center vehicles and facilities.

### **X. TERMINATION**

In the event no funds or insufficient funds are made available for payments due under this contract, then Santee-Lynches shall immediately notify the Vendor 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 Vendor as to that portion of this contract that may so terminate. Santee-Lynches shall provide the successful Vendor 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 Vendor shall not prohibit or otherwise limit Santee-Lynches the 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 any amendment or the execution of any option to extend the contract.

### **XI. APPROVAL OF USE OF NAMES**

The vendor shall not have the right to include Santee-Lynches' names in its published list of customers without prior approval. With regards to news releases, only the name and duration of contract may be used and then only with prior approval. The vendor agrees not to publish or cite in any form any comments or quotes from Santee-Lynches' Council members, officials, or staff. The Vendor further agrees not to refer to award of this agreement in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Santee-Lynches.

**XII. NON-DISCLOSURE STIPULATION ON SANTEE-LYNCHES CONFIDENTIAL AND PROPRIETARY DATA**

The vendor shall take all precautions necessary and appropriate to ensure the confidentiality of Santee-Lynches' record information. The vendor shall limit access to Santee-Lynches' records only to its authorized representatives. Except as authorized by Santee-Lynches, the vendor shall not reproduce any Santee-Lynches' records. Santee-Lynches shall have the right to review the vendor's procedures for handling its records and may make such inspections, as it deems necessary to ensure that the vendor is safeguarding said record information adequately.

**XIII. COMPLIANCE WITH CODES, ORDINANCES, INDUSTRY STANDARDS**

During the term of this contract, it shall be the Vendor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards. The Vendor 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.

**XIV. ASSIGNMENT**

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

**XV. 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.



## 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 (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 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.

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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.

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Grantee/Contractor Organization Program/Title

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Name and Title of Authorized Signatory

---

Signature

Date

\*\*Note: In this instance, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000. (per OMB).

# 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.

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Name and Title of Authorized Representative

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Signature

Date

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, hereinafter called Surety, are held and firmly bound unto Santee-Lynches Regional Council of Governments, 2525 Corporate Way, Sumter, SC 29150, as obligee, hereinafter called Owner, in the amount of: \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has entered into a certain contract with the Owner, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the purchase and installation of Far-UVC Light Services – RFB: #2020-010, in accordance with the requirements and specifications prepared by Santee-Lynches Regional Council of Governments, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the contract price”, as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

PRINCIPAL

SURETY

\_\_\_\_\_(Seal)  
Bidder’s Name and Corporate Seal

\_\_\_\_\_(Seal)  
Surety’s Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, hereinafter called Surety, are held and firmly bound unto Santee-Lynches Regional Council of Governments, 2525 Corporate Way, Sumter, SC 29150, as obligee, hereinafter called Owner, in the amount of: \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain contract with the Owner, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the purchase and installation of: FAR-UVC Light Services – RFB: #2020-010, in accordance with the in accordance with the requirements and specifications prepared by Santee-Lynches Regional Council of Governments; which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, Postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at place where an office is regularly maintained for the transaction of business or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - b. After the expiration of one (1) year following the date on which Principal Ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**PRINCIPAL SURETY**

\_\_\_\_\_(Seal)

Bidder's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

Attest: \_\_\_\_\_

Signature and Title

\_\_\_\_\_(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title