



2525 Corporate Way, Suite 200
Sumter, South Carolina 29154

Climate Assessment Services

Request for Bids
#2021-003

Bids Due Date:
June 15, 2021
3:00 P.M.

ACKNOWLEDGEMENT OF CONDITIONS

for RFB #2021-003

PROJECT: Climate Assessment Services

REQUIREMENTS: Enclosed

SCOPE OF WORK: Santee-Lynches Regional Council of Governments Bids to Conduct an Agency Climate Assessment Services.

QUESTION DEADLINE: All questions must be received by:
June 7, 2021 at 3:00 PM
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 #2021-003 Climate Assessment Services"

RFB SUBMISSION DEADLINE: **June 14, 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 #2021-003

I. INVITATION

Santee-Lynches Regional Council of Governments (hereafter identified as Santee-Lynches) in South Carolina seeks proposals from vendors interested in providing Climate Assessment Services for our agency to evaluate climate and employee engagement.

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 June 14, 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 on June 15, 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 June 7, 2021 as follows:

Mail to:

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

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. For more background information on our agency visit <https://www.santeelynychescog.org/about-us> and <https://www.santeelynychescog.org/who-we-are>.

III. GENERAL RFB INFORMATION

We seek a contractor to conduct a climate survey to evaluate:

- Current Climate.
- Employee engagement.
- Provide a roadmap to align current state and desired state.

IV. ROLE OF CONTRACTOR/SCOPE OF WORK

Santee-Lynches requests the submittal of bids from vendors interested in providing Climate Assessment Services to our organization.

Scope of Work

1. Conduct a climate survey using online tools and small group engagement to evaluate:
 - a. Current climate.
 - b. Employee engagement.
 - c. Provide a roadmap to align current state and desired state.
2. Provide an out-brief to CEO/leadership team, organizational staff, and board of directors.
3. Complete work within 6-7 weeks from date of signed contract.

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 should detail the following:

- 1) Number of years your firm has been in business.
- 2) Number of years in business providing proposed services.
- 3) Contact information for at least three recent project references.
- 4) 1-3 written customer reviews of your work
- 5) Alignment of your culture/philosophy with ours

Respondents shall provide proof of these qualifications as well as examples of similar work completed, as requested.

The price you quote should be all-inclusive. 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) 2021 W-9 Form
- 7) 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. 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) Alignment of Culture/Philosophy
 - a. Articulate your company philosophy and cultural views.

- 5) **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). Budget should be a total budget to complete the project.

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) Domain Area Experience – Candidates shall be rated primarily on whether they have a substantial history of providing similar services that lead to positive organizational outcomes. 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) Creativity/innovation of approach to project.
- 5) Proposal Presentation – The information is presented in a clear, logical, concise manner.
- 6) Deliverables – are deliverables clearly articulated and do they meet the needs and criteria set forth in the RFB.
- 7) Alignment – does the candidate and their approach align with our culture.
- 8) Approach – How candidate will approach executing the project.
- 9) Bandwidth – How much time can be dedicated to the project? How soon before candidate can start? Can the candidate complete the project within the stated timeframe?
- 10) Brand – Credibility of consultant will be considered.

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 an 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 CEO/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 award the contract.

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 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.

Grantee/Contractor Organization Program/Title

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.

Name and Title of Authorized Representative

Signature

Date