

REQUEST FOR BIDS
ASBESTOS ASSESSMENT, PROJECT DESIGN & AIR MONITORING
Santee-Lynches Regional Development Corporation for Pinewood Development Authority
147 Acres, Rimini Tract

BACKGROUND:

On behalf of Santee-Lynches Regional Development Corporation (SLRDC)/Pinewood Development Authority (PDA), the Santee-Lynches Regional Council of Governments (SLRCOG) is inviting bids to perform asbestos assessments for structures existing on a 147-acre tract (10 parcels) of land adjacent to Pack's Landing Road in the southwestern portion of Sumter County, South Carolina, herein referred to as the "Rimini Tract" and detailed below and pictured in this RFB.

Sumter County
TMS# 113-00-01-005
TMS# 113-00-01-011
TMS# 113-00-01-012
TMS# 113-00-01-014
TMS# 113-00-01-015
TMS# 113-00-01-016
TMS# 113-00-01-017
TMS# 113-00-01-018
TMS# 113-00-01-019
TMS# 113-00-01-020

The structures are of moderate size and are located in a concentrated target area within the Rimini Tract.

PURPOSE OF REQUEST:

Santee-Lynches Regional Council of Governments is requesting quotes from SCDHEC-licensed firms to prepare initial asbestos assessment of each property and the abatement plans ("Project Design" if required by SCDHEC Regulation #61 – 86.1) and air monitoring services during the abatement process. **All contractors and subcontractors are required to be actively registered (providing proof) and maintained throughout the grant period, in the federal System for Award Management (SAM).**

SCOPE OF WORK:

INITIAL ASBESTOS ASSESSMENT

Asbestos inspections shall be in accordance with SCDHEC Asbestos Regulation #61 – 86.1. The retained Contractor shall test all suspect materials for asbestos of the existing structures (interior and exterior) and provide a detailed report of the findings. A separate report is required for each structure (approximately 21 structures). Should asbestos be found, and if required by SCDHEC Asbestos Regulation #61 – 86.1, an "Asbestos Project Design" per structure shall be required.

ABATEMENT PLAN (PROJECT DESIGN)

The “Asbestos Project Design” shall be a written plan prepared by a certified asbestos project designer specifying how the asbestos abatement project will be performed (for each house) including, but not limited to, a scope of work and technical specifications. The project design must comply with 40 CFR 763.90 (9) Federal Register and SCDHEC regulations. The scope of work of this project design shall, at a minimum, address the following:

- Preparation of each asbestos-related work area
- Establishment of each containment
- Establishment of each decontamination unit and procedures for use
- Evaluation and selection of various fiber release control options
- Establishment, maintenance, and monitoring of negative air pressure within each containment
- Regulated Asbestos Containing Material (RACM) enclosure, removal, encapsulation, or repair work practices
- Visual inspection procedures for each asbestos abatement containment area completed and received by Owner no more than 45 days after the actual inspection
- Clean-up and final clearance procedures
- Air monitoring, including analysis documentation, and any other required record keeping
- Respiratory protection and personal protective equipment requirements
- Procedures for on-site storage, handling, and disposal of Asbestos-Containing Materials (ACM) and project waste
- Procedures for maintaining personnel licenses and training certificates on-site

The project designer shall be on SCDHEC’s Asbestos Hazard Emergency Response Act (AHERA) Certified list of Project Designers. ***Documentation of such certification shall be included with the submission of the quote.***

AIR MONITORING:

This request for bids also includes the procurement of air monitoring services to be provided by SCDHEC certified and licensed Asbestos Air Samplers to perform air sampling in accordance with SCDHEC Regulation #61-86.1 during asbestos abatement activities at each project site in Sumter County. This includes a visual clearance and Transmission Electron Microscopy (TEM) clearance with a possible variance for Phase Contrast Microscopy (PCM) monitoring since the structures are to be demolished.

Asbestos air monitoring will be required during demolition activities if structures are demolished with asbestos in place due to unsafe work conditions. The quotes shall be based on a per day rate assuming a 40-hour week and no work on weekends.

SCDHEC licensed asbestos firms interested in bidding on the Asbestos Assessment, Project Design and Air Monitoring Request should return:

ATTACHMENT A - Request for Bids to:

2525 Corporate Way, Suite 200, Sumter, SC 29154

Bids are due no later than Monday, March 27, 2023 @ 12:00 PM.

Bids will be opened by Tuesday, March 28, 3:00 p.m., at Santee Lynches Regional Council of Governments, 2525 Corporate Way, Suite 200, Sumter SC, 29154 by Santee-Lynches Regional Council of Governments representatives, in the presence of two witnesses. All responsive bids will be verified and a tabulation of offers (bid tab) will be made available for public record. Except as otherwise provided by law, information furnished by a bidder shall not be disclosed without written consent of the bidder until such time as a contract is awarded. Bidders must mark as proprietary any information they would not want released to the public.

The lowest responsible and responsive bidder that meets time constraints will be selected. In the event of a tie bid, Town of Pinewood procurement policy procedures shall prevail. The Town of Pinewood reserves the right to reject any or all bids.

All questions addressing the bid packet should be sent in writing only, to Esmonde Levy at elevy@slcog.org no later than Monday, March 20, 2023 by 12:00 pm.

ATTACHMENT A - REQUEST FOR BIDS

ITEM: Asbestos Assessment, Project Design and Air Monitoring Santee-Lynches Regional Development Corporation for Pinewood Development Authority 147 Acres, Rimini Tract

QUOTATION DUE TO **Santee Lynches Regional Council of Governments, 2525 Corporate Way, Suite 200, Sumter SC 29154, Monday, March 27, 2023 @ 12:00 PM EST.**

QUALIFICATIONS: All personnel shall be licensed and certified according to SCDHEC guidelines.

ASBESTOS ASSESSMENT

(Unit price for all materials, tools, sample shipment, equipment, labor, and professional services necessary to complete the asbestos inspections, EXCLUDES laboratory analysis)

Total cost per unit (parcel) for Asbestos Assessment and Report \$ _____

LABORATORY ANALYSIS

Total cost for PLM sample analysis per house
(Up to 30 samples inclusive of all layers)

\$ _____

Total cost for TEM Bulk analysis per house (up to 10 layers analyzed) \$ _____

PROJECT DESIGN

Total cost **per house** for detailed Project Design (if required by SCDHEC Regulation #61 – 86.1) including labor and all associated Travel expenses and costs

\$ _____

-OR-

Total cost **per house** for Detailed Project Design, including labor and all associated travel expenses and costs for **inaccessible structure that is “assumed” to contain ACM’s or planned demolition with “in-place asbestos”**

\$ _____

SUBTOTAL \$ _____

Additional services (if required based on Asbestos Testing):

ASBESTOS AIR MONITORING

Daily rate for air monitoring according to SCDHEC regulations, including clearance testing and report and all travel expenses. **(Change order required)** **Estimated number of days** _____

\$ _____

Cost per sample (all layers) for PLM analysis **(Change order required)** \$ _____

Cost per layer for TEM Bulk analysis **(Change order required)** \$ _____

Total cost for TEM Air Clearance sampling per house **(Change Order required)**
(Required number of samples with 24-hour turn-around time) \$ _____

TOTAL BID \$ _____

Duration of time needed for the site visit(s), testing, and issuing report. **Reports received no later than 45 days after actual testing**
Due to grant duration, adhering to the grant timeline is imperative.
Ability to meet time limit is not negotiable.

Availability date to perform actual testing and submission of report. **Available to start No later than 14 days after the Ability to Notice to Proceed**
Due to grant duration, adhering to the grant timeline is imperative.
meet time limit is not negotiable.

Submittal of this bid packet confirms the understanding and adherence of the significant timeline expectations.

Bid Submitted by:

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Company Telephone: (____) _____ FAX: (____) _____ Email: _____

Name of person submitting this Quotation: _____

Signature of person submitting this Quotation: _____

Telephone number of person submitting this Quotation: (____) _____

Email address of person submitting this Quotation: _____

Attach licenses/certification (documentation) for staff that will complete the work.

Attach a list of similar projects.

Dilapidated Structures to be Evaluated for Asbestos

Rimini Tract

Sumter County
TMS# 113-00-01-005
TMS# 113-00-01-011
TMS# 113-00-01-012
TMS# 113-00-01-014
TMS# 113-00-01-015
TMS# 113-00-01-016
TMS# 113-00-01-017
TMS# 113-00-01-018
TMS# 113-00-01-019
TMS# 113-00-01-020















INSTRUCTIONS TO BIDDERS

1. Only one copy of bid invitation is required.
2. Bids, amendments thereto or withdrawal requests must be received by the time advertised for bid opening to be timely filed. It is the vendor's sole responsibility to ensure that these documents are received by the person (or office) at the time indicated in the solicitation document. Any withdrawal request received after time of opening shall be governed by regulation 19-445.2085.
3. When specifications or descriptive papers are submitted with bid invitation, enter bidder's name thereon.
4. Submit your signed bid on attached bid form. Show bid number on envelope as instructed. Santee-Lynches RCOG assumes no responsibility for unmarked or improperly marked envelopes. **DO NOT INCLUDE MORE THAN ONE BID INVITATION PER ENVELOPE.** If directing any other correspondence address the envelope to the procurement office but do not include the bid number on this envelope since it does not include your bid.
5. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-4, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. Tie bids will be resolved as outlined in Section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.
8. Any vendor desiring to exercise protest rights under Section 11-35-4210 as amended must direct all correspondence to the Executive Director, Santee-Lynches Regional Council of Governments (SLRCOG), 2525 Corporate Way, Ste 200, Sumter, SC 29154, email dcyphers@slcog.org.
9. SLRCOG reserves the right to award this solicitation by line item, by lot, or by total using the award method that is in best interest of SLRCOG unless stated otherwise elsewhere in this solicitation.
10. Drug Free Workplace: (Note: This clause applies to any resultant contract of \$50,000 or more) The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 953, 1990 Acts and Joint Resolutions). By submission of a signed a solicitation, you are certifying that you will comply with this act. (See Section 44-107-30). This will certify your compliance with the Act.

GENERAL PROVISIONS

1. Santee-Lynches Regional Council of Governments reserves the right to reject any and all bids and to cancel the solicitation.
2. **BIDDERS QUALIFICATIONS:** Bidders must, upon request of SLRCOG furnish satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of these specifications. SLRCOG reserves the right to make the final determination as to bidder's ability to provide services requested herein.
3. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing. Santee-Lynches RCOG shall not be legally bound by any amendment or interpretation that is not in writing.
4. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
5. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bids. All items unless otherwise stated will be assumed to meet all specifications and requirements as set forth in the Invitation for Bids. Ambiguous bids which are uncertain as to terms, delivery, or compliance with specifications may be rejected or otherwise disregarded.
6. **REJECTION:** SLRCOG reserves the right to reject any bid that contains prices for services that are unreasonable when compared to the same or other bids if such action is in the best interest of SLRCOG & the SC Works Sumter Comprehensive Center.
7. **COMPETITION:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify Santee-Lynches RCOG in writing so as to be received prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.
8. **CORRECTION OF ERRORS ON THIS BID FORM:** All prices and notations should be printed in ink or type-written. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time of opening.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, Santee-Lynches reserves the right to purchase any and all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assess charge has been satisfied.
2. **NON-APPROPRIATIONS:** All Bidders are notified that the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted SLRCOG reserves the right to terminate any RFB; any contract awarded hereunder or modify any contract or this RFB accordingly. SLRCOG makes no representations that any contract will be awarded to any Bidder responding to this RFB.
3. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to Areatha Clark, Deputy Executive Director and Chief, Workforce Development Department, Santee-Lynches Regional COG, 2525 Corporate Way, Ste 200, Sumter, SC 29154.
4. **FORCE MAJURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include but are not restricted to acts of God or of the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
5. **SAVE HARMLESS:** The successful bidder shall indemnify and save harmless Santee-Lynches Regional COG officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright infringement or claim is based upon the Bidder's use of material furnished to Santee-Lynches RCOG.
6. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by the User.
7. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
8. **TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by Santee-Lynches RCOG providing a 30 day advance notice in writing is given to the contractor.

- a. **Termination for Convenience:** In the event that this contract is terminated or cancelled upon request and for the convenience of SLRCOG without the required thirty (30) days advance written notice, then SLRCOG may negotiate reasonable termination costs, if applicable.
- b. **Termination for Cause:** Termination by SLRCOG for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply. (See General Conditions No. 1).

9. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard or discrimination of protected classes.

10. **RESTRICTION/LIMITATIONS:** No purchases are to be made from this contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this contract.

11. **INDEMNIFICATION:** Contractor shall protect, indemnify and hold harmless Santee-Lynches Regional Council of Governments (SLRCOG), its Board, Officers, employees or its respective agents from and against any loss, cost, damage or expense, including without limitation, reasonable attorneys' fees relating to or arising out of injury or death to a person or damage to property, including work in progress or any claims against SLRCOG, its Board, Officers, employees or its respective agents caused by or alleged to be caused by any negligent act, error or omission of Contractor or any subcontractor retained by or through Contractor or any of their employees, workmen, servants or agents. Contractor further agrees to protect, indemnify and hold harmless SLRGOG or their respective agents from any and all penalties imposed on account of the violation of any law, rule or regulation by Contractor or any Contractor's employees, workmen, servants or agents. The indemnification provisions in this section shall survive termination of this Agreement.

12. **OTHER INFORMATION:** State and Federal funds received by SLRCOG will be used as a component of the overall funding. Accordingly, the selected firm will be required to comply with all applicable State/Federal regulations and contracting provisions required by the State and Federal funding authority, including 49 CFR Part 31 – Allowable Costs, Civil Rights, Disadvantaged Business Enterprises (DBE), and other applicable assurance provisions. In addition, the contract must be in compliance with federal, state, and local requirements applicable to such contracts.

13. **INSURANCE REQUIREMENTS** Contractor will maintain public liability insurance policy with respect to the requirements of this contract, naming SLRCOG as an additional insured, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence based with respect to both bodily injury and property damage. Contractor shall deliver to SLRCOG a certificate of insurance naming SLRCOG as additional insured at least fifteen (15) days prior to the commencement of the term of this contract and a renewal certificate at least fifteen (15) days prior to the expiration of the certificate. Said certificates must provide for thirty (30) days' notice to SLRCOG in event of material change or cancellation.

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. "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 WHICH WILL BE PUBLISHED ON THE SANTEE-LYNCHES WEBSITE AT WWW.SANTEELYNCHESCOG.ORG. SIGNED ACKNOWLEDGMENT OF RECEIPT OF EACH ADDENDUM MUST BE SUBMITTED WITH THE PROPOSAL. A PROPOSAL RECEIVED WITHOUT ACKNOWLEDGEMENT OF ADDENDUM WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR 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.

PROPOSALS CONDITION OF PRICE: ALL COST PROPOSALS SUBMITTED SHALL REMAIN EFFECTIVE FOR A MINIMUM PERIOD OF 90 DAYS, OR UNTIL CONTRACT HAS BEEN AWARDED. 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: THOSE PROVIDING ALL REQUIREMENTS WILL BE CONSIDERED RESPONSIVE PROPOSALDERS. THE LOWEST RESPONSIBLE/RESPONSIVE PROPOSALDER WILL ENTER INTO A CONTRACT WITH THE LEAD ENTITY OF SUMTER COUNTY(SANTEE-LYNCHES) FOR THE DESCRIBED WORK.

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 AND THE SOUTH CAROLINA DEPARTMENT OF COMMERCE.

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.