REQUEST FOR PROPOSAL
Lancaster County Government
Department of Procurement
PO Box 1809, 101 N. Main St.
Lancaster, SC 29721

PLANNING UDO UPDATE RFP

Set forth the term “Offer” shall also mean “Bid”, “Proposal”, or “Qualifications”. All sealed Offers from responding participants are subject to all conditions and provisions herein. Offers shall only be received by Lancaster County Procurement, located at 101 N. Main St., Lancaster, SC 29720. All submitted Offers shall be publicly acknowledged by the Procurement Director or an approved designee.

LANCASTER COUNTY, SC

Cathy McDaniel
Director, Procurement

Solicitation No: 400210209
Date Issued: December 22, 2020
By: Cathy McDaniel
Phone: 803-416-9963
E-Mail: cdmcdaniel@lancastersc.net
Announcements: Notifications for this solicitation, including addenda and award, can be located on the County website Open Solicitations/Vendor Registration.

INQUIRIES DUE: Tuesday February 2 12:00 AM
SUBMIT OFFER: Tuesday February 9 2:00 PM

ATTENTION: DUE TO COVID-19, PROVISIONS ARE BEING MADE TO COMPLY WITH SOCIAL DISTANCING MEASURES. ALL SOLICITATIONS ARE REQUIRED TO BE SUBMITTED ONLINE AND ALL OPENINGS AND EVALUATIONS WILL TAKE PLACE THROUGH ONLINE MEETINGS VIA ZOOM. ALL BID TABS AND AWARDS WILL CONTINUE TO BE POSTED ONLINE.
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1.0 Overview

1.1 Intent
The County of Lancaster, South Carolina ("County") is requesting sealed Offers from qualified firms ("Vendor(s)") for a fee schedule for services titled "Planning UDO Update; Solicitation No. 400210205". Offers shall be received by Lancaster County Procurement, located at 101 N. Main St., Lancaster, South Carolina 29720, until 2:00 PM ON Tuesday, February 9, 2021 and all Offers to this solicitation shall be publicly announced by reading thereafter. Responses to this solicitation will be used to determine which Vendor is capable of performing this solicitation's scope of work in a manner determined to best meet the needs of the County for this individual solicitation.

It is the intent and purpose of the County that this solicitation permits competition. It is the responsibility of the Vendors to advise the County if any language, specifications or requirements, or any combination thereof, inadvertently limits the competition in this solicitation to a single source. If any 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 the Procurement Department in writing within seven (7) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made.

Each Offer must meet all terms, conditions, and specifications of this solicitation in order to obtain contract award. By virtue of submission, Vendor acknowledges agreement and acceptance of all provisions except as those expressly consented in this solicitation. Non-substantial deviations may be considered, provided Vendor submits a full explanation and justification of proposed deviations. Whether any such proposed deviation is deemed non-substantial will be determined by the County in its sole discretion.

Each Vendor shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of work under the conditions of this solicitation. It is expected that this may sometimes require on-site observations. The failure or omission of a Vendor to acquaint themselves with existing conditions shall in no way relieve them of any obligation with respect to this Offer or to eventual contract.

It is the intent and purpose of this solicitation to give equal consideration to all Offers. Evaluations of each submission will also factor expertise, experience, capabilities, and references into any consideration of award.

Lastly, to ensure the integrity of the competitive process, all Vendors must avoid contacting any County employees, public officials, or other individuals other than the person(s) listed in this document, either directly or indirectly.

1.2 Award of Contract
On the designated date and time listed on the front page all submitted Offers will be opened. All Offers will be publicly acknowledged, recorded, and thereafter evaluated for appropriate levels of responsiveness and responsibility. In determining and evaluating Offers, cost and compensation will not necessarily be controlling. The experience, quality, equality, efficiency, utility, suitability, and reputation of Vendors will be considered, along with other relevant factors. Lancaster County shall make award determination as such to the Offer deemed most advantageous to the County. Upon determination of a winning Offer, a Notice of Award shall be issued and the successful Offer will be publicly posted on the County website and the successful Vendor will receive a contract.

1.3 Right to Decline
Lancaster County reserves the right to reject any and all Offers, to negotiate specific terms, conditions, and/or provisions on any contract that may arise from this solicitation; or, to waive any informalities or irregularities therein as in the best interest of Lancaster County. No contractual obligation or liability on the part of the County shall exist unless and until a final contract is executed.
2.0 COMPLIANCE.

2.1 CERTIFICATE(S) OF INSURANCE.
Once awarded, the successful Vendor(s) may be required to provide valid proof of insurance within ten (10) days from Notice of Award and prior to commencing any work, including the following: Worker’s Compensation, General Liability and Auto Liability.

2.2 IRS FORM W-9 AND MBE/WBE AFFIDAVIT.
If selected for award, the successful Vendor(s) will be required to submit a completed IRS Form W-9, or to resubmit IRS Form W-9 if form on file is not current with the County. If applicable, a Lancaster County MBE/WBE Affidavit should be completed (see Section 9.0, Forms).

2.3 PRIME CONTRACTOR RESPONSIBILITIES.
The successful Vendor(s) will be required to assume sole responsibility for the complete efforts as they pertain to this solicitation. The County will consider the Respondent to be the sole point of contact concerning all contractual matters as they pertain to this solicitation.

2.4 SUBCONTRACTING.
If any part of the scope of work for this solicitation is to be subcontracted, the prime contractor shall identify the subcontracting organization and any contractual agreements made with the same. All subcontractors must be approved, in writing, by the County. The County reserves the right to reject any or all subcontractors and to require substitution of a qualified replacement to participate in the scope of work as specified herein.

2.5 HOLD HARMLESS AGREEMENT.
The selected Vendor shall hold County harmless for any loss, damage, claims arising from, or related to the performance of the awarded contract. The selected Vendor(s) must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to awarded contract. The selected Vendor(s) agree to indemnify and hold the County harmless from all claims, demands, causes of action or suits of whatever nature arising out of the goods, services, labor, or materials furnished by contractors or subcontractors alike under the provisions of the solicitation documents.

2.6 NON-COLLABORATIVE AGREEMENT.
By submitting an Offer, any Vendor(s) or any authorized agent(s) of any Vendor(s), certifies under penalty of perjury that, to their best knowledge and belief, the validity of statements within their submission have been arrived at independently without collusion, consultation, communication, or pre-arranged agreement for the purposes of restricting solicitation competition. Further, no attempt has been made nor will be made by any Vendor(s) to induce any other Vendor(s) to submit or not submit Offers based on the purpose of restricting solicitation competition.

2.7 NON-DISCRIMINATION.
For the duration of the eventual contract, the successful Vendor(s) shall agree not to discriminate against any employee or program applicant because of age, race, creed, color, nationality, ancestry, marital status, sexual orientation, gender identity or expression, disability, or sex. In addition, accordant to equal employment opportunities, the successful bidder shall also consider all qualified applicants for employment without regard to age, race, creed, color, nationality, ancestry, marital status, sexual orientation, gender identity or expression, disability, or sex. Such equal employment opportunities include, but are not limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rate of pay, selection for training, or apprenticeship.
2.8 DRUG FREE WORKPLACE.
During the performance of the scope of work covered within this solicitation the successful Vendor(s) agrees to provide a drug-free workplace for employees; to post in conspicuous places, available to employees and applicants alike, a statement notifying the unlawful nature of the manufacture, sale, distribution, dispensation, possession, or use of any controlled substances as prohibited in the workplace, and to specify the actions to be taken against employees for the violations of such prohibited actions.

2.9 LAWFUL COMPLIANCE.
The successful Vendor(s) shall comply with all laws relating to practice as they pertain to the state of South Carolina as well as federal regulations. Upon award of contract under this solicitation any Vendor(s) to whom award is made must be authorized and/or licensed to do business within the state of South Carolina.

2.10 DELAY.
The Vendor(s) responsible for contractual services shall not be liable for any excess cost(s) if the failure to perform the contract arises out of any cause beyond control and without fault or negligence of the responsible party. Such causes may include, but are not limited to, acts of God or public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or embargoes; but, in every case the failure to perform must be beyond the control and without fault of the Vendor(s) responsible for any aforementioned contractual services. Written notice must be made to Lancaster County immediately upon any unforeseen delay, whether excusable or not. Notice must include reason for delay and additional time and/or compensation requested.

2.11 OWNERSHIP OF MATERIAL.
Ownership of all data, material, and documentation originated and prepared for the County pursuant to this solicitation shall belong exclusively to Lancaster County.

2.12 LOCAL VENDOR.
The lowest local responsible and responsive Vendor who is within three (3) percent, with a cap of six thousand dollars ($6,000.00), of the lowest non-local responsible and responsive Vendor, may match the Offer submitted by the non-local responsible and responsive Vendor and thereby be awarded the contract. The local preference as set forth in this section shall only be applied to responses to solicitations of written quotes and invitations to bid to bid in excess of ten thousand dollars ($10,000.00). The local preference as set forth in this section shall only be given to local responsible and responsive Vendors who have a physical business address located and operating within Lancaster County for a minimum of six (6) months prior to the solicitation of quotes and/or Offer, and who have met all other requirements of the solicitations of written quotes or the invitation to bid, including, without limitation, payment of all duly assessed state and local taxes. If state or federal guidelines prohibit or otherwise limit local preference, then the County shall not use local preference in awarding the contract. If there are multiple responsible and responsive Vendors who meet the local preference guidelines as set forth in the section, the County shall use standard procurement practice and procedure as set forth in the article to determine the priority of selection. The local preference as set forth in this section does not waive or otherwise abrogate the County's unqualified right to reject any and all bids or proposals or accept such Offers, as appears in the County's best interest.

2.13 TERMINATION.
The Contract for this solicitation must be valid from date of signature or initial Purchase Order issuance and must remain valid until all services are rendered complete.

Breach or non-performance of any Contract term will constitute cause upon which the County may immediately terminate the contract by written notice.
Termination states that shall a dispute arise, and if, after good faith effort at resolution the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party. Termination may include:

- **Convenience**: In the event that this contract is terminated upon request, and for the convenience of the County without the required thirty (30) days advance written notice, then the County must negotiate reasonable termination costs, if applicable.

- **Cause**: Termination by the County for cause, default, or negligence on the part of the Vendor(s) responsible for the scope of work must be excluded from the foregoing provisions, and termination costs, if any, must not apply. The thirty (30) days advance written notice requirement is waived and the default provisions listed herein must apply.

- **Default**: In the case of default by the Vendor(s) responsible for the scope of work, the County reserves the right to purchase/lease all items/services in default in the open market, charging default Vendor(s) with any excessive costs.

2.14 **CHOICE OF LAW.**
All agreements shall be governed by and construed in accordance with Laws of the State of South Carolina and parties irrevocably submit to the nonexclusive jurisdiction of the courts of, or the federal courts in, South Carolina.

2.15 **SOUTH CAROLINA FREEDOM OF INFORMATION ACT.**
All submissions of responding Vendors are subject to the South Carolina Freedom of Information Act, S.C. Code Annotated Sections, 3-4-10, et seq. Any commercial or financial information that is deemed as privileged and confidential must be visibly and clearly marked as “CONFIDENTIAL” by Vendor and must be applied to each specific part of an Offer deemed as such. Failure to do so, or to mark the entire Offer as confidential may result in disclosure of submitted information as a determinant to uphold compliance to Federal and State information laws as they pertain to the access of public procurement information.

2.16 **NO CONTACT**
Vendors are prohibited from contacting any appointed official, elected official, or employee of Lancaster County concerning any active or future solicitations. Any communication concerning solicitations are to be through the Procurement Office. Any vendor found in violation of this clause shall be suspended or debarred from participating in this or future Lancaster County solicitations.

2.17 **CONTRACT ADMINISTRATION AND ASSIGNMENT**
Questions or problems arising after award of this contract shall be directed to the Purchasing Director, located at 101 N. Main St., Lancaster, SC 29720, or by calling (803) 416-9963. The County Administrator or authorized designee must approve all change orders in writing. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County. Lancaster County shall not be bound to any change in the original contract unless approved by the County Administrator or authorized designee.

2.18 **Immigration Reform and Control**
By submitting an Offer, any Vendor or any authorized agent of any Vendor, is expected to comply with the Immigration and Reform Control Act of 1986 (IRCA). This act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986 by the Vendor, as well as any subcontractors. The usual method of verification for this information would be through the Employment Verification (I-9) Form. With any submitted Offer, Vendor hereby certifies without exception that they have complied with all federal and state laws relating to immigration and reform and will continue to comply throughout the duration of
any awarded contract(s). Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, in Lancaster County’s discretion, may subject any contract to termination and applicable damages. At the County’s request, Vendor may be requested to produce any documentation or other such evidence to verify the Vendor’s compliance with any provision, duty, certification, or like while under contract.

2.19. **PROHIBITION OF GRATUITIES.**

Section 8-13-705 of the Code of Laws of South Carolina states: offering, giving, soliciting, or receiving anything of value to influence action of public employee, member or official, or to influence testimony of witness; exceptions; penalty for violation; shall be subject to punishment provided by section 16-9-210 and section 16-9-220.
3.0 Scope of Services

3.1 Description of Services.

INTRODUCTION

Lancaster County, South Carolina seeks the services of a qualified professional consultant to prepare a Diagnosis/Assessment Report of its current Unified Development Ordinance (UDO) and to assist with the subsequent update of the UDO based upon that Report. This update will involve working through a collaborative process that involves a variety of stakeholders across several County departments and outside groups.

COMMUNITY PROFILE

Lancaster County, South Carolina was established in 1785, and is a part of the Charlotte/Concord/Gastonia, NC-SC Metropolitan Statistical Area. The county is comprised of the city of Lancaster, the towns of Van Wyck, Heath Springs and Kershaw, as well as the unincorporated communities of Buford, Indian Land and Taxahaw. The County has a total area of 555 square miles and a population of approximately 95,870.

The County consists of three distinct areas: The Panhandle, Greater Lancaster, and Southern Lancaster County. The Panhandle extends south from the Charlotte, North Carolina city limits to Waxhaw Highway, and consists of 90% of the growth and permits in the County since 2010. The Greater Lancaster area extends from Waxhaw Highway to Elgin, South Carolina and is the manufacturing and government center of the county, as well as being the home of the University of South Carolina - Lancaster. Southern Lancaster County extends from Elgin to the Town of Kershaw and is predominantly rural with some large manufacturers such as the Oceana Gold at Haile Gold Mine.

In recent years, Lancaster County has experienced tremendous growth. Since 2010, the County has gained 11,251 new jobs, 1,706 new apartment units in the Panhandle, and $1.575 billion in new investment. The population has also increased 24.4%, making it the region’s fastest growing county and the 32nd fastest in the United States and the population is anticipated to grow an additional 13% by 2023.

BACKGROUND

The County adopted its current UDO on November 28, 2016. In the four years following its adoption, County staff and the development community has identified various issues within the UDO and, while some issues have been addressed during this time, many remain. Concurrently, the County will be
initiating the development of a new Comprehensive Plan in the current fiscal year and cannot wait on the development and adoption of this Comprehensive Plan to address the persisting concerns within the UDO.

The County has previously engaged the services of a consultant on this matter; however, the County and consultant mutually agreed to terminate those services, as the contractor was unable to move forward with the project. Prior work that was completed, including a summary of interviews with key stakeholders conducted by the prior consultant, can be made available.

It is the County's desire for this proposed UDO to be of a relatively modest and targeted nature focusing on the most pressing issues associated with the ordinance. Upon adoption of the new Comprehensive Plan, a major rewrite of the UDO is anticipated taking into account new planning policies and addressing more substantive structural issues with the UDO.

**OBJECTIVES**

With the intent of correcting the persisting concerns within the UDO in the best manner possible, the County desires the preparation of a Diagnosis/Assessment Report that would consist of a chapter-by-chapter evaluation of the current UDO to identify issues that need to be considered for immediate correction. The following objectives should be considered in the review conducted for the Report:

- Compliance with State and federal requirements and applicable case law;
- Address the numerous inconsistent and/or conflicting development standards;
- Identify missing, common regulatory tools that are found in most contemporary ordinances;
- Identify existing incorrect or errant ordinance cross references;
- Identify proposed cross-references between applicable ordinance sections;
- Identify key development standards that should be differentiated between the urban and rural areas of the County;
- Review of all existing zoning districts with recommendations for additions, deletions and modifications;
- Provide clear decision-making protocols and streamlined review processes, where appropriate; and
- Address development standards/procedures – review and suggest improvements based upon compliance with the Comprehensive Plan, zoning requirements, and best management practices.

**PROCESS AND PUBLIC ENGAGEMENT**

*Process:*

The County envisions this as a two-phase project all to occur as part of the same contract. Phase I will consist of developing the Diagnosis/Assessment Report, and Phase two would consist of the preparation and composition of the UDO update based upon the recommendations within the Report and a list of specific corrections provided by County staff. It is the County's desire for the entirety of this project completed within six-months.

*Public Engagement*

In light of the focused nature of this project and that interviews with key stakeholders were already conducted within the past seven months, no public engagement is anticipated to occur within Phase One. The UDO update, stakeholder feedback and adoption process in Phase II is likely to be facilitated by County staff; however, the consultant may be asked to present to the Lancaster County Planning Commission and County Council.
4.0 Offer Submittal

4.1 Submittal Instructions.

➢ Please submit one (1) signed, clearly identified original;
➢ Offers shall be delivered online, prior to deadline, and ONLY to Lancaster County Procurement Online Bid Portal located on the Procurement Open Solicitations page of the Lancaster County Website at: https://www.mylancastersc.org/index.asp?Type=B_BASIC&SEC={DA265A99-4830-4A10-9C95-578BA40E2A0E}.
➢ All Offers should be complete and carefully worded and must convey ALL information requested by the County. If errors are found in the Vendor’s Offer, or if the Offer fails to conform to the requirements of this solicitation, Lancaster County will be the sole judge as to whether that variance is significant enough to reject the Offer.
➢ Offer should be prepared simply and economically; there is a twenty-page count limit for this solicitation. The cover page, table of contents, and all required documents do not count against the page count. All data, materials and documentation shall be available in a clear, concise format.
➢ Late or improperly formatted submissions will not be considered.
➢ Only one (1) Offer may be submitted by each Vendor.
➢ Offer must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address).
➢ The County accepts no responsibility for any expense incurred by Vendors to this solicitation.
➢ Any vendors wishing to participate in the online opening must contact the Procurement Director by email at least 48 (forty-eight) hours prior to time and date posted for this opening. A Zoom invitation will be sent out to anyone who would like to participate.

4.3 Inquiries.

All questions regarding this solicitation should be addressed to Lancaster County Procurement via the designated email listed on the front page of this solicitation. The deadline for inquiries will be at 12:00 AM ON TUESDAY, FEBRUARY 2, 2019. All responses will be publicly available following the inquiry period via the solicitation listing on the Lancaster County website as an addendum. The County reserves the right to decline to respond to any questions if, in the County’s assessment, the information cannot be obtained and shared with all Vendors in a timely manner.

4.4 Proposal Info.

Please provide the following information along with Offer:

➢ TECHNICAL
Please provide a detailed description of Vendor’s demonstrated approach and competences for all aspects of services outlined in Section 3.0 (Scope of Services) of this solicitation; including, but not limited to the following: startup procedures & deployment, methodologies, operations and management, reporting/tracking capabilities, and invoicing.

➢ FIRM & STAFF QUALIFICATIONS
Please provide a brief description and history of the firm along with information related to previous experiences and providing services similar in nature, size and scope to those outlined in Section 3.0 (Scope of Services). Please provide at least three (3) references for which the firm has performed services within the past five (5) years that are similar to the requirements as outlined in Section 3.0 (Scope of Services). Please also provide organization chart, resumes, and qualifications of staff; along with key project staff as it would pertain to County processes. Key staff experience should demonstrate relevant expertise to any aspect of Section 3.0 (Scope of Services). Please provide education, certifications, or special trainings of key staff members who would be assigned to the County processes.
COST
Please provide a full cost estimate in your proposal. Vendors are encouraged to provide any additional information (including discounts or incentives) that address the best value of Offer presented.

4.5 Evaluation Criteria.

Offers will be evaluated by a selection committee comprised of County officials and personnel with experience and knowledge of services of this scope and nature. Vendor’s past performance, experience, and qualifications submittal will be the basis of the evaluation criteria.

Offers will be evaluated based on the following criteria:

- **Suitability:** Overall competences within the relevant domain of project scope. Exhibited examples to include a demonstrated history of successful review, including quality control and successful cost control measures on previous projects.

- **Familiarity and Experience with Similar Projects:** Firm shows knowledge and experience with other UDO projects for entities with growth and population similar to Lancaster County.

- **Organizational Qualifications:** Qualifications and experience of firm and project team members, i.e., full-service competences within this solicitation’s scope as shown by key staff members’ knowledge and experience as it relates to comparable projects.

- **Project Approach:** Demonstrates innovative ideas concerning approach to project execution and delivery. Exhibits ability to meet project timelines.

- **Cost:** Shows a fair and reasonable cost proposal. Cost proposal for project is all-inclusive with very little chance for change orders.

- **Professional References:** three (3) professional references and related feedback.

- **Number of years in business.**

- **Responsiveness to the RFQ.**

4.6 Presentations.

After initial review and ranking of Offers, the County may invite Vendors for oral and visual presentation of qualifications. These presentations shall be conducted at the County’s sole discretion when it feels further evaluation of materials may be essential as part of the evaluation process.

4.7 Selection Process.

Following initial review of the Offers received, the County intends to evaluate responses based on the listed criteria for final award of this solicitation. After evaluations are complete, the successfully selected Vendor will then enter into formal negotiations on contract conditions and fees. If a reasonable agreement cannot be achieved with the highest evaluated Vendor of choice, negotiations shall proceed with next highest ranked Vendor(s) in succession until a mutually agreed contract is reached.
5.0 Vendor Info.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR OFFER

PLEASE SUBMIT A SIGNED COPY OF THIS FORM WITH YOUR OFFER. BY SUBMITTING AN OFFER, YOU ARE AGREING TO ALL CONDITIONS AND PROVISIONS OF THIS SOLICITATION AND YOU AGREE TO HOLD OFFER OPEN FOR A MINIMUM OF NINETY (90) CALENDAR DAYS AFTER OFFER’S OPENING DATE.

(Please print legibly or type in spaces below)

COMPANY NAME: ____________________________________________

COMPANY ADDRESS: __________________________________________

CITY, STATE, ZIP: ____________________________________________

PHONE NUMBER: _______ EMAIL: ________________________________

TAXPAYER IDENTIFICATION #: ________________________________

STATE OF INCORPORATION (If applicable): _____________________

PLEASE CHECK ALL THAT APPLY (As defined via MBE/WBE affidavit, see section 7.0):

○ MINORITY OWNED (If checked, must submit MBE/WBE affidavit: Section 7.0)
○ WOMAN OWNED (If checked, must submit MBE/WBE affidavit: Section 7.0)
○ NOT MINORITY OR WOMAN OWNED

COMPANY OFFICER’S NAME (Please print): ________________________________

AUTHORIZED SIGNATURE: ________________________ DATE SIGNED: ________________
6.0 Addenda.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR OFFER

6.1 Acknowledgement of Addenda.

Notifications for this solicitation, including addenda, can be found via the Lancaster County website at www.mylancastersc.org (Departments → Procurement → Open Solicitations).

Vendor hereby acknowledges all addenda, up through and including number ______.

INITIALS________

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7.0 Additional Forms. (If Applicable)

COUNTY OF LANCASTER, SOUTH CAROLINA AFFIDAVIT OF CERTIFICATION:
Small and Disadvantaged Business Enterprises

Lancaster County requires vendors that claim SBE/MBE/WBE status to provide either proof of current SBE/MBE/WBE certification or to attest that they meet the qualifications for MBE/WBE certification. Vendors are to complete this form to attest that their company is certified as a MBE/WBE, and it meets the qualifications for SBE/MBE/WBE certification as defined by Lancaster County Procurement Code, Sec. 2-301:

LANCASTER COUNTY QUALIFICATIONS FOR SBE/MBE/WBE CERTIFICATION:
Certified classification – A Certified firm is a firm that has been accepted by Lancaster County as certified. The business or business owner must be able to show evidence of:

1. Existence as a "for profit" business;
2. Operations for at least one (1) year;
3. U.S. citizenship or legal resident alien status; and either:
   a. Be determined as an eligible SBE/MBE/WBE in accordance with this subchapter, subject to the provisions of "small business enterprise (SBE), minority business enterprise (MBE)" and "woman-owned business enterprise (WBE)" as defined in this subsection; or
   b. The business holds current registration of SBE/MBE/WBE status with a reciprocal agency deemed acceptable to the county.

Small business enterprise (SBE) classification is a business:

1. Which is at least fifty-one (51) percent owned by a US Citizen.
2. Qualifying individual(s) must unconditionally and directly own and control at least 51% of the business. Control means that both the long-term decision making and the day-to-day management of the business are controlled by qualifying individual(s).
3. The 51% ownership may not be through another business entity.
4. Which is a for-profit entity which performs a commercially useful function; and
5. Which is a certified firm through a State or Federal program.

Minority business enterprise (MBE) classification is a business:

1. Which is at least fifty-one (51) percent owned by one (1) or more minority individuals, or in the case of a publicly owned business, at least fifty-one (51) percent of all classes of the stock of which is owned by one (1) or more such minority individuals;
2. Whose management, policies, major decisions, and daily business operations are independently managed and controlled by one (1) or more minority individuals;
3. Which performs a commercially useful function; and
4. Which is a certified firm through a State or Federal program.

Minority individual is classified as a natural person of at least twenty-five (25) percent minimum (documentation may be required) in one (1) of the following groups:

1. African-Americans/Black;
2. Hispanic-Americans, which includes persons who are Mexican, Puerto Rican, Cuban, Caribbean, Dominican, Central or South American, regardless of race;
3. Native-Americans, which includes persons who are American-Indians, Eskimos, Aleuts, or Native-Hawaiians;
4. Asian-Americans, which includes persons who are individuals of Far East Asia, Southeast Asia, the islands of the Pacific, or the Indian subcontinent;
5. Arab-Americans.

Woman-owned business enterprise (WBE) classification is a business:
Which is at least fifty-one (51) percent owned by one (1) or more women, or in the case of a publicly owned business, at least fifty-one (51) percent of all classes of the stock of which is owned by one (1) or more such women;
(1) Whose management, policies, major decisions, and daily business operations are independently managed and controlled by one (1) or more such women;
(2) Which performs a commercially useful function; and
(3) Which is a certified firm through a Federal or State program.

COMPANY INFO (Required):

Legal Name of Company:
Tax ID (EIN):
Company Address:
Company Phone Number:
Company Email Address:

Enterprise Status: (check all that apply): a. MBE b. WBE c. SBE

STATE OF SOUTH CAROLINA )
County of Lancaster )

I CERTIFY THAT I AM A MINORITY OR A WOMAN WHO IS AN OWNER OF THE ABOVE-REFERENCED FIRM CLAIMING STATUS AS A SMALL BUSINESS ENTERPRISE (SBE), MINORITY-OWNED BUSINESS ENTERPRISE (MBE), OR WOMAN-OWNED BUSINESS ENTERPRISE (WBE). I DECLARE, UNDER PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED IN THIS SUBMISSION AND ALL SUPPORTING DOCUMENTS IS TRUE AND CORRECT AND I UNDERSTAND THAT IT IS MATERIAL TO THE PROCEEDINGS OF LANCASTER COUNTY.

Signature: ________________________________ Dated: __________________________
Printed Name: ____________________________ Title: ____________________________

Certification must be documented. Please either attach a copy of your firm’s certification or have this document notarized. You are not required to do both.

SUBSCRIBED AND SWORN TO before me this______day of____________, 20_____, by______________________________.

______________________________
NOTARY PUBLIC (seal)
Commission expires: