REQUEST FOR PROPOSALS
No. 2020-RFP-11

Preparation of a New Comprehensive Plan

October 23, 2019

PROCUREMENT SERVICES
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TABLE OF CONTENTS

Section I. Introduction and Purpose of RFP

Section II. Calendar of Events

Section III. Scope of Work

Section IV. Cost Proposal

Section V. Bonding Requirements

Section VI. Administrative Rules for the RFP

Section VII. Proposal Presentation

Section VIII. Overview of Requirements

Section IX. Contractual Requirements

Section X. Special Provisions

Section XI. Attachments

Attachment 1. Non-Collusion Affidavit

Attachment 2. Certificate of Familiarity

Attachment 3. County of Lexington Contract Sample

Attachment 4. Score Sheet
I. INTRODUCTION AND PURPOSE OF RFP

Lexington County, South Carolina is requesting proposals from professional firms for assistance in the creation of a new Comprehensive Plan in accordance with South Carolina Code Title 6 Chapter 29. The intent of this Request for Proposals is to procure professional third-party consulting services to undertake appropriate land use planning processes, environmental analysis, economic, demographic, transportation and fiscal analyses, coordinating community engagement and public participation with the result being the preparation of an entirely new Comprehensive Plan for the County of Lexington, South Carolina. This Plan shall be prepared in accordance with established and well-recognized State Laws, as well as conventional, systematic planning practice and design, serving to create an innovative, visionary, policy guideline document accounting for rapid growth, design principles, as well as the continued utilization of existing and functional, conservative County land use planning policies.

The final product will be a completely new, stand-alone, Comprehensive Plan, providing a 10-year, long-range vision for a local government that has not seen or utilized such a document in quite some time. This document will include all of the mandatory surveys and studies upon which the data is based, inventories of existing conditions, a statement of needs and goals and implementation strategies with general time frames and funding alternatives to support the communities needs within a minimum of the nine required planning elements. The production shall include coordination with all local school districts, infrastructure providers, municipalities, adjoining counties and other governing jurisdictions, as may be affected by such a Plan.

II. CALENDAR OF EVENTS

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Distribution Date</td>
<td>October 22, 2019</td>
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<tr>
<td>Questions Deadline:</td>
<td>November 8, 2019</td>
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<td>3:00 PM E.S.T.</td>
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<td>o Responses will be prepared and distributed in the County’s E-Procurement System.</td>
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<tr>
<td>Submittal Deadline:</td>
<td>November 22, 2019</td>
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<td>3:00 PM E.S.T.</td>
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<td>o Proposals shall be uploaded onto the County’s E-Procurement System.</td>
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<tr>
<td>Tentative Proposal Distribution Meeting:</td>
<td>November 25, 2019</td>
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<td>Tentative 1ST Evaluation Meeting:</td>
<td>December 4, 2019</td>
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<td>Final Evaluation:</td>
<td>December 11, 2019</td>
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<td>Tentative Award Release Date:</td>
<td>December 11, 2019</td>
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<tr>
<td>Tentative Council Approval:</td>
<td>January 14, 2020</td>
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<tr>
<td>Tentative Contract Start Date:</td>
<td>January 15, 2020</td>
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</tbody>
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*Times are tentatively scheduled committee meetings that may run behind or ahead of schedule.*
III. SCOPE OF WORK

3.1.00 Lexington County, South Carolina is requesting proposals from professional firms for assistance in the creation of a new Comprehensive Plan in accordance with South Carolina Code Title 6 Chapter 29. The intent of this Request for Proposals is to procure professional third-party consulting services to undertake appropriate land use planning processes, environmental analysis, economic, demographic, transportation and fiscal analyses, coordinating community engagement and public participation with the result being the preparation of an entirely new Comprehensive Plan for the County of Lexington, South Carolina. This Plan shall be prepared in accordance with established and well-recognized State Laws, as well as conventional, systematic planning practice and design, serving to create an innovative, visionary, policy guideline document accounting for rapid growth, design principles, as well as the continued utilization of existing and functional, conservative County land use planning policies.

The final product will be a completely new, stand-alone, Comprehensive Plan, providing a 10-year, long-range vision for a local government that has not seen or utilized such a document in quite some time. This document will include all of the mandatory surveys and studies upon which the data is based, inventories of existing conditions, a statement of needs and goals and implementation strategies with general time frames and funding alternatives to support the communities needs within a minimum of the nine required planning elements. The production shall include coordination with all local school districts, infrastructure providers, municipalities, adjoining counties and other governing jurisdictions, as may be affected by such a Plan.

3.2.00 BACKGROUND

Lexington County is located in the Midlands of the State of South Carolina, with a moderate climate, excellent educational opportunities and a rapidly growing population expected to double in the next 30 years from approximately 300,000 to almost 600,000. The County recently identified as being the sixth fastest growing county in the State and certainly, the fastest growing county in the Midlands is recognized by the blitz and the lion’s share of the new home market for the region, as well as increasing new business, industry and industrial parks. These growth indicators oftentimes come with the associated growing pains of stressed infrastructure in the form of less than effective transportation frameworks and the need for educational enhancements to keep pace. On the positive side, the County surrounds Lake Murray, one of the largest inland lakes in the State with abundant recreational opportunities, while is also located across the Saluda and Congaree Rivers from the State Capital, Columbia, South Carolina. Fire Safety Services, Emergency Medical Services (EMS), Law Enforcement along with all other Public Safety Service needs are a high priority for the citizens of this County proven by the Council’s support of a Strategic Plan, as well as a recent Citizen Survey conducted by the Administration. Emergency Services along with the Planning and GIS Department have identified some of the effects of rapid growth as the residential communities of the Midlands quickly increase in number due to the excellent schools, diversified industrial base and proximity to the State Capital. In so doing, these departments along with several others have identified the need for increased service delivery and financial support, particularly in the West Region of the County and in so doing are in pursuit of implementing the South Carolina Development Impact Fee Act with potential Impact Fees for a portion of the County. In addition, several school districts have approved bond referendums to fund school improvements, while the County leadership is also underway with implementation of a potential Capital Sales Tax initiative to help support and fund countywide transportation system improvements. The icing on the cake so to speak, is an enrollment freeze for several
schools in one of the five school districts and a recent moratorium on residential growth densities in the central, urbanized area of the County. Simply put, as the County has not had an effective long-range plan for growth in years, a new Comprehensive Plan designed in keeping with the South Carolina Planning Enabling Legislation would help the County leadership keep pace with the blessings and challenges of growth and provide a much-needed vision in anticipation of continued successes.

The County has identified that much of the growth is heading north, south and west. In the north, growth was expected because of proximity to Interstate 26 and a positively reinforced growth environment sponsored by the Town of Chapin, excellent school district facilities and juxtaposition to the shores of Lake Murray. Some of those growth issues have been addressed by recent elections and a revised mindset on the part of the Town of Chapin plans for development. Other efforts include several large-scale downzoning requests implemented at the behest of the currently seated Councilwoman serving to slow the pace of new subdivision development in this region.

In the southern end of the County, the proximity to Interstates 20 and 26, excellent and expanding school district facilities, inexpensive land costs and an expanded sewer system line extending from Red Bank to the Town of Pelion for approximately nine miles have made development in this region much more appealing. The County anticipated this growth and has strategically placed the new East Region Multi-Purpose Public Safety Facility on South Carolina Highway 321, near the South Carolina Farmer’s Market to address these needs.

As the County is in the process of addressing this growth from an emergency services perspective, along with enhancement of the Insurance Services Offices (ISO) rating, the progression of available land for development becomes obvious. Development has begun to expand westward as a result again of proximity to Interstate 20, juxtaposition to the southern shores of Lake Murray, excellent and expanding school district facilities and widening of South Carolina Highway 1, west toward the Town of Batesburg-Leesville. Again, placing a burden on the growth pressures already evident in the extremities of the County is the recent moratorium on medium- and higher-density residential development at the core of the County.

The County initiated its planning efforts in the early 1970’s with heavy reliance on the local Council of Governments (COG) for policy guidance. Early plans were heavy and provided rudimentary graphics and simple illustrations of land use patterns. Shortly thereafter, the first Planning Director was hired and proceeded to establish a planning process that has spanned these last 45+ years. Over the years, the one-man “Planning” Department has grown and/or morphed to have more of a focus on GIS, as opposed to a true Planning focus. Many of the day-to-day current planning activities are administered by a separate department/division within Community Development, e.g., zoning, subdivision review, land development, CDBD, inspections and enforcement. Doing so, has left minimal support for true planning and focused instead on GIS support. During this time, the administration has implemented countywide zoning, utilizing seven (7) separate planning/zoning implementation efforts relying heavily on Performance-Based Zoning codes, as opposed to the traditional, widely utilized Euclidian zoning products. These efforts to zone the County have flipped back and forth between the two practices, oftentimes blending the two, while also entertaining form-based codes. The County does have an area that utilizes both Performance and Euclidian practices, while also taking advantage of an additional land use management tool in the form of Street Classifications. In recent years, with the installation of new Council members and the recognition of intensified growth pressure coming out of the recession, the staff has implemented revised zoning and road classification plans in several small sub-areas of the County. As these requests continue, the need for a new Comprehensive Plan and revised vision become a reality.
3.3.00 SYSTEM CRITERIA

As the Comprehensive Plan has been identified as a priority project for County Council and as the County has a very sophisticated and robust GIS database, the chosen firm(s) shall work with leadership and designated Planning, GIS, Community Development, Emergency Services and Public Works Department staff to collect and review all available inventory data, as necessary to complete a state-of-the-art and up-to-date Comprehensive Plan. It is the intent of leadership to move forward with the Plan quickly, as this is a monumental event for the County, providing critical growth and development guidance and development related design principles, a process not undertaken in this fashion in the history of the administration. Some of the topics critical to the completion of the Plan, keeping in mind the relatively rural and conservative developmental characteristics of the County, at the same time ensuring compliance with the State Enabling Legislation, include consideration for the following:

- A strong emphasis on Performance-Based Zoning, however, to include some Euclidean influences, as well;
- Utilization of a system of Street Classifications as a secondary land use management tool, in addition to current Subdivision, Landscape and Open Space Ordinances and Land Development Manual;
- An strong emphasis and utilization of GIS data, mapping and graphic representations;
- Strong GIS staff support (five staff) and database capability, yet minimal Planning staff support (one staff Planner, who is also the Department Head);
- Strong conservative political environment supporting land use rights, personal responsibility, freedom of choice, limited governmental interference, an emphasis on compatibility and management verses control, compliance and burdensome regulatory environment;
- Necessity for extensive community outreach, social media involvement and public, citizen participation, which could be fashioned after the existing seven (7) planning areas already established as a result of the progression of the implementation of zoning areas;
- Limited current Council experience utilizing and undertaking a Comprehensive Plan Update process;
- Relatively rural County, including fifteen (15) smaller municipalities, with several partially declining older neighborhood areas where older communities are experiencing less support and/or appreciation, compared to the newer, rapidly growing areas and developments to the north, south and west;
- Limited previous efforts and support for a completely new write-up of such a Plan; and
- The County is on the verge of possibly implementing new initiatives, such as Development Impact Fees and Capital Sales Taxes, school district facility freezes and growth moratoriums, as well as the challenge of the general perception of rapid growth and development in the Greenfield areas of the County, North, South and West, etc.

The document shall be broad-based, not so specific as to limit flexibility, but providing sufficient policy guidance and methodologies to achieve economic stability and a stable strong foundation upon which the County can continue to grow responsibly. The final product shall be fiscally sound demonstrating economically feasible strategies to promote and encourage responsible, quality development practices. The Plan will rely heavily on graphics, GIS maps, mapping products and geographic data in an easy to understand illustrative, yet again, flexible visionary policy guideline document, serving to engage the Planning Commission, County Council and the general public in the storybook mapping tale that is the County of Lexington.
Upon completion of the various stages in the process, as agreed upon in the scope of services, the firm shall be prepared to present each piece of the plan progression, including all elements and recommendations as directed by the County to the Planning Commission and County Council, as necessary. Again, the County leadership, particularly the Department of Planning and GIS is in pursuit of an exceptionally qualified firm(s) to prepare a new Comprehensive Plan in compliance with the South Carolina Planning Enabling Legislation, all nine required elements and other pieces, as deemed necessary, as well as keeping in mind the topics of importance listed above.

IV. COST PROPOSAL

4.1.00 Provide a description of the offeror’s approach, technique and procedures to accomplish the scope of services identified and required by this document, including the research, analysis and methodologies to be used. Submit a cost/fee schedule for resource, professional, software, hardware, maintenance and support. Describe any financial charges that may apply.

V. BONDING REQUIREMENTS

5.1.00 PERFORMANCE AND PAYMENT SURETY: The successful contractor shall pay the cost and furnish within ten (10) days after written notice of acceptance of Bid, an irrevocable Surety in the form of a Performance and Payment Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit in a form acceptable to the County with an A rated Surety Company. The Surety shall be issued in the amount of 100% of the total contract covering the entire term of the contract as awarded.

OPTION 1: PERFORMANCE BOND: Bond must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract price. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

OPTION 2: A CERTIFIED CHECK: Equal to 100% of the contract amount to be retained by the County of Lexington until satisfactory completion of the contract.

FAILURE TO SUBMIT A PROPER AND CORRECT BID GUARANTEE WILL RESULT IN THE REJECTION OF YOUR BID.

VI. ADMINISTRATIVE RULES FOR THE RFP

6.1.00 ADDITIONAL INFORMATION INQUIRIES

6.1.01 All inquiries concerning this RFP should be directed to:

Melissa M. Chappell
Procurement Officer
County of Lexington
Phone: 803-785-8319
Fax: 803-785-2240
Email: mchappell@lex-co.com
6.2.00 RECEPTION OF PROPOSALS

6.2.01 Proposals are to be submitted no later than 3:00 P.M. E.S.T., November 22, 2019 in the County of Lexington’s E-Procurement System. Due to the possibility of negotiations with any offeror submitting a proposal which appears to be eligible for contract and award pursuant to the selection criteria set forth in this Request for Proposal, terms and conditions will not be divulged at the time of opening.

6.3.00 PREPARATION OF PROPOSALS

6.3.01 Each offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal. Should an offeror find discrepancies, ambiguities, or omissions in proposal documents, or should the offeror be in doubt as to their meaning, offeror shall at once request written clarification from the Procurement Officer via the E-Procurement Q&A Board. The person submitting the Proposal shall be responsible for its prompt submission via the County E-Procurement system. Any interpretation or clarification of the proposal documents will be made via the County E-Procurement system.

6.3.02 Before submitting a proposal, each offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this proposal. Failure to make such investigations and examinations shall not relieve the successful offeror from the obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

6.3.03 No proposal will be considered from any firm that has failed to perform acceptably on any other contract with the County of Lexington.

6.3.04 If the offeror is a corporation, the proposal shall be signed in the name of and under the seal of the corporation by a duly authorized officer of the corporation with the designation of the signer's official capacity. The proposal shall show the state in which the corporation is chartered, and, if that state is other than South Carolina, the proposal shall show that the corporation is authorized to do business in the state of South Carolina. If the offeror is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person who is duly authorized to bind the partnership. The signer's official capacity and authority shall be shown. If the offeror is an individual or sole proprietorship, the proposal shall be signed by the individual in person, stating the name or style under which the offeror is doing business. In any case, the proposal shall show the current business address of the offeror which is to be used for receiving communications from the County.

6.4.00 DISQUALIFICATIONS OF OFFERORS

6.4.01 More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that an offeror is interested in more than one proposal for the same work will cause the rejection of all proposals in which such offerors are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among the offerors and no participants in such collusion will be considered in future proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected.

6.5.00 CORRECTIONS MADE BY OFFEROR

6.5.01 Offerors are cautioned not to obliterate, erase, or strike over any printed material as set forth in this Request for Proposal. In quoting prices, wherever offeror has made an error and has corrected, any and all such corrections should be initialed by the person signing the proposal. Failure to comply with this provision may result in rejection of the proposal. All documents submitted must be legible.
6.6.00 EVALUATION OF PROPOSALS

6.6.01 In evaluating the proposals, the County of Lexington reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the offeror deemed to best serve the interests of the County; and adopt any part or all of a proposal if it is judged in the best interests of the County.

6.6.02 Each proposal will be evaluated on the content of the offeror's proposal, i.e., the burden of information clarification and research rests solely on each offeror's effort and will be considered a reflection of interest and efficiency.

6.6.03 During the review process, the review panel shall have the right to request from offerors any other information or evidence which it deems necessary for evaluation of the proposal and relevant to any one or more of the stated evaluation factors. The failure of an offeror to promptly provide such requested information or evidence shall be sufficient grounds for determining the offeror to be non-responsive and for rejection of the proposal.

6.6.04 The County of Lexington reserves the right to contact an offeror for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the offeror that is deemed appropriate and would assist in the evaluation.

6.6.05 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of the Request for Proposal will be classified as “acceptable”. Proposals found not to be acceptable will be classified as “unacceptable” and no further discussion concerning same will be conducted.

6.7.00 EVALUATION CRITERIA

The County of Lexington intends to award a contract resulting from this Request for Proposal to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation factors set forth herein. The County reserves the right to reject any and all proposals. Lexington County shall be the sole judge of whether or not a proposal meets the requirements of this Request for Proposal.

Responses may be evaluated on the following criteria utilizing the score sheets included in this RFP on page 25. The County will not be responsible for any costs associated with interviews of responders or demonstrations.

1. Experience and Knowledge
   a. Completion of similar projects in other counties, including examples and references.
   c. Knowledge of conservative development practices, historical planning efforts in Lexington County and growth and development trends in the Midlands.

2. Specialized Experience and Knowledge
   a. Knowledge of various land development tools, such as Performance-Based and Euclidian Zoning, Form-Based Codes, Street Classifications, etc.
   b. Experience with strong land rights and conservative land use administration.
   c. Experience with organizations where Planning and Community Development functions are located in separate departments.

3. Customer Support/Responsiveness
   a. Proposer’s location and availability of staff, especially Project Manager.
   b. Knowledge and experience of support staff.
   c. Support process/methodology and technical capabilities, specifically GIS.
d. Commitment to upgrading and improving functional ability to meet future departmental needs.

4. Implementation Plan
   a. Project management.
   b. Consulting/implementation approach and quality of proposal.
   c. Effectiveness of proposal to meet the needs of the County.
   d. Public outreach, engagement effort, public involvement mechanisms and effectiveness of broad-based citizen participation.
   e. Total implementation timeline.

5. Qualifications, Background and Financial Stability
   1. Proposer’s reputation and organizational resources.
   2. Knowledge and experience of Project Manager.
   3. Knowledge and experience of other support staff.
   4. Document number of years of experience developing similar plans for other agencies.

6. Cost

6.8.00 BASIS FOR AWARD

6.8.01 An award resulting from this request shall be awarded to the responsive and responsible offeror(s) whose proposal is determined to be most advantageous in all phases to the County, taking into consideration cost and the evaluation factors set forth herein; the right is reserved to reject any and all proposals received and in all cases, the County will be the sole judge as to whether an offeror’s proposal has or has not satisfactorily met the requirements of this RFP.

6.8.02 An evaluation committee has been established in order to review and evaluate all proposals submitted in response to this Request for Proposal. The committee shall conduct a preliminary evaluation of all responsive technical proposals. Based upon this review, the cost proposals of the highest rated offeror(s) will be reviewed.

6.9.00 ORAL PRESENTATIONS

6.9.01 Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the Procurement Officer to make oral presentations to the Evaluation Committee. This committee will then conduct a final evaluation of the offerors. The Evaluation Committee shall then negotiate a proposed contract with the highest qualified offeror. At the time the proposed contract is negotiated, the offeror and the Evaluation Committee may negotiate any changes desired in the Request for Proposal if deemed in the best interest of Lexington County. If a satisfactory proposed contract cannot be negotiated with the highest qualified offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified offeror and so on. The Committee will make appropriate recommendation(s) to Lexington County Council prior to actual award of contract.

6.9.02 Each offeror who submits a response to this Request for Proposal may be required to make an oral presentation of the submitted proposal to the County. Such presentations provide an opportunity for the offeror to clarify the proposal, to insure mutual understanding, and will in no way change the offeror's original proposal. Subsequent travel expense by the offeror will be at the offeror's expense.

6.9.03 Offerors are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the Director of Procurement require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals submitted require additional clarification
6.10.00 CONTRACTING

6.10.01 Upon award of the proposal, this document and the successful offeror's proposal, including all correspondence, supporting documents and completed forms, shall become part of the contract. All written communications between the County of Lexington and the successful offeror after the proposal opening may also be incorporated into the contract.

6.11.00 AMENDMENTS

6.11.01 All amendments to and interpretations of this solicitation shall be in writing. The County of Lexington shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County of Lexington in writing or in this RFP should be used in preparing offeror responses. All contacts that an offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of the County of Lexington and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing responses.

6.12.00 COUNTY RESPONSIBILITY TO PROPOSAL

6.12.01 This solicitation does not commit the County of Lexington to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County of Lexington reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the County to do so. If the proposal fails to conform to the essential requirements of the RFP, the County of Lexington alone will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

6.13.00 TERMINOLOGY

6.13.01 The terminology used and the organization of the RFP are not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the offeror in these situations.

6.14.00 PROHIBITION OF GRATUITIES

6.14.01 Section 8-13-420 of the 1976 Code of Laws of South Carolina states in part as follows: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee, or such public official solicits or accepts such compensation to influence his action, vote or judgment shall be subject to the punishment as provided by Sections 16-9-210 and 16-9-220." Gratuities in any form are strictly prohibited.

6.15.00 PROPRIETARY/CONFIDENTIAL INFORMATION

6.15.01 Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

6.15.02 All offerors must visibly mark as "Confidential" each part of their proposal which they consider to contain proprietary information. All unmarked pages will be subject to release in accordance with the guidelines set forth under section 11-35-410 of the consolidated procurement code.
Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute are:

1. Customer lists;
2. Design recommendations and identification of prospective problem areas under an RFP;
3. Design concepts, including methods and procedures;
4. Biographical data on key employees of the offeror.

6.15.03 Evaluative documents predecisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the predecisional deliberations.

6.15.04 MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.

6.16.00 OWNERSHIP OF MATERIAL

6.16.01 All proposals submitted in response to this document become the property of the County of Lexington. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the County of Lexington upon award of contract. Ownership of all data, material and documentation originated and prepared for the County of Lexington pursuant to this contract shall belong exclusively to the County.

6.17.00 DISCUSSIONS/NEGOTIATIONS

6.17.01 By submission of a proposal, offeror agrees that during the period following issuance of the RFP and prior to final award of contract, offeror shall not discuss this procurement with any party except the Procurement Officer or other parties that may be designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using agency/department, any aspects of the procurement without prior approval of the Procurement Officer.

6.18.00 MINIMUM QUALIFICATIONS

6.18.01 The County of Lexington reserves the right to determine whether offerors have the minimum qualifications to perform a contract of this type. The determination by the County concerning offeror qualifications shall be final.

6.19.00 RIGHT TO PROTEST

6.19.01 Any prospective proposer, offeror, and/or contractor, who is aggrieved in connection with the solicitation of a contract shall protest to the Director of Procurement within ten (10) calendar days of the date of issuance of the Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual proposer, offeror, and/or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest to the Director of Procurement within ten (10) calendar days of the notification of award. The protest shall be in writing and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.

6.20.00 WITHDRAWAL OF PROPOSALS

6.20.01 An offeror may withdraw his proposal without prejudice to himself not later than the day and hour set in the advertisement for receiving proposals, via the County E-Procurement system. Withdrawal is the sole responsibility of the offeror.

6.21.00 NO CONTACT POLICY
QUESTIONS REGARDING SPECIFICATIONS AND/OR THE SOLICITATION PROCESS: To ensure fair consideration for all vendors, the County prohibits any type of communications to or with any department, employee, or County official during the solicitation process, except as provided in the solicitation. This includes any communications initiated by a vendor to any County Official or employee evaluating or considering the response, prior to the time an award decision has been made public.

A. Communications between the vendor and the County shall be initiated by the Procurement Services or the appropriate County representative in order to obtain necessary information or clarification needed to develop a proper and accurate evaluation of the response. Any communications initiated by a vendor concerning the submitted response shall be grounds for disqualifying the offending vendor from consideration for award of the solicitation and/or any future solicitations.

B. It will be the sole responsibility of the vendor to contact the Procurement Services prior to submitting a response to ascertain if any amendments have been issued.

C. Any question concerning this document, the specifications, or the solicitation process must be made in writing.

VII. PROPOSAL PRESENTATION

7.1.00 DELIVERY OF PROPOSALS

7.1.01 Offerors shall upload their responses in the E-Procurement system. Each file size shall not exceed one hundred (100) MB. Offerors must complete and submit all forms included in this RFP. Failure to include all forms may result in disqualification of the offeror's proposal. Each offeror shall provide one (1) original version and have the option to provide one (1) redacted version.

7.1.02 All proposals should be concise and clear, and should convey all of the information requested by the County. Proposals should be prepared simply and economically. All proposals shall be complete and effective to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

7.1.03 There is a forty (40) page limit for proposals. Offerors may include any information deemed pertinent in addition to that outlined below. Failure to provide all required information may result in the proposal being non-responsive. If your proposal includes any information or materials other than the information requested in the Request for Proposal, you are to include this information as a separate appendix to your proposal.

7.1.04 The County of Lexington reserves the right to reject any or all proposals in whole or in part.

7.2.00 ORDER OF PRESENTATION - TECHNICAL PROPOSAL

There is no requirement for a separate technical proposal. Section 3.2.00, 3.3.00 and the price/jobber sheet will be considered your company’s technical proposal.

7.3.00 STATEMENT OF QUALIFICATIONS

7.3.01 Must have all licenses required to complete the tasks listed in this RFP.

7.3.02 Substantial compliance with the Request for Proposals content and format.

7.4.00 REFERENCES
Provide listing of at least three (3) current customers or customers at which the offeror has or has had a valid contract for similar services at any time during the past (12) month period immediately preceding date of this request. Include the following information for each customer.

(1) Name of customer.
(2) The term of the offeror's contract.
(3) Provide the name and telephone number of the customer who can be contacted regarding the offeror's performance. Offeror may attach letters from such facility managers with comments regarding offeror's performance and reputation at those facilities.
(4) Any performance evaluations that may have been conducted.

7.5.00 PERSONNEL

Offeror must identify in this section, each member of its staff who will or might participate in the project and the nature and scope of that person’s responsibilities and duties. Resumes of staff are required which will indicate education, background, and recent relevant experience with the subject matter of the project. Current telephone numbers must be included. The offeror must demonstrate how its proposed staffing plan will be sufficient to complete the services required in a timely fashion.

The personnel to work on this project as identified in the proposal are considered to be essential to the services to be provided. No personnel substitutions following contract award will be made without the prior consent from the County. All requested substitutions must be submitted in writing, together with resumes, for approval. All replacements must be of equal or superior stature and will be paid at the same rate as the person being replaced.

The proposal shall list the names and telephone numbers of the individuals authorized to conduct negotiation.

7.6.00 UNDERSTANDING OF THE PROJECT

In this section, the offeror shall discuss the requirements, item by item, as outlined in section three, Scope of Work. Provide a description of the offeror’s approach, technique and procedures to accomplish the scope of services identified and required by this document.

7.7.00 TREATMENT OF ISSUES

Provide certification that offeror has the ability to commence full operations within thirty (30) days after notification of award. In this section offerors also may comment, if deemed appropriate, on any of the issues within the Request for Proposals, including suggestions on possible alternative approaches.

7.8.00 RFP FORMS

This section should include signed copies of the following RFP forms: Non-Collusion Affidavit and Certificate of Familiarity.

VIII. OVERVIEW OF REQUIREMENTS

8.01.00 APPENDIX

Include in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal. Offerors may submit, as an option, any additional contractual terms and conditions which they wish to propose.

IX. CONTRACTUAL REQUIREMENTS

9.1.00 OFFEROR RESPONSIBILITY
The contractor shall provide all of the proposed work and services as finally agreed upon and accepted by Lexington County. Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself/herself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

9.2.00 AFFIRMATIVE ACTION

9.2.01 The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

9.3.00 SC LAW CLAUSE

9.3.01 Upon award of a contract under this proposal, 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. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, County of Lexington, 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.

9.4.00 COMPLIANCE WITH LAWS

The contractor shall keep fully informed of all existing and future state and federal Laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications for this work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report same to the Director of Procurement, in writing. The contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and he shall protect and indemnify the County, its officers and agents, against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree whether by themselves or their employees.

9.5.00 INDEMNIFICATION

9.5.01 The contractor and any of its subcontractors shall indemnify, defend, hold harmless and reimburse the County, their agents, officers and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever, relating to or arising out of any action or failure to act, by the contractor, its subcontractors, officers, agents and employees, or Relating to or arising out of the performance or failure to perform by the contractor, its subcontractors, officers, agents and employees of any of the obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, a taking, whether direct or indirect (inverse), loss of use and/or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs and attorney's fees for an appeal.

9.5.02 The County of Lexington shall promptly notify the contractor of any civil or criminal actions filed against it or of any notice of violation from any federal or state agency or of any claim as soon as practical. The contractor upon receipt of such notice shall have the right at its election to defend
any and all actions or suits or join in the defense. Nothing herein shall be construed to prevent the County from defending their own interest.

9.6.00 EQUAL EMPLOYMENT OPPORTUNITY

9.6.01 Contractor agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based upon race, sex, national origin, age, disability, or in any way violative of Title VII of 1964 Civil Rights Act and amendments or the South Carolina Human Affairs Law, except as permitted by said laws.

9.7.00 SOUTH CAROLINA STATE AND LOCAL TAX LAW

By submission of a signed proposal, you are certifying, under penalties of perjury, that you comply with Section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County of Lexington your compliance.

9.8.00 GOVERNING LAW

Contractor hereby agrees to subject itself to the jurisdiction and process of the courts and to the law of the State of South Carolina of all matters and disputes arising or to arise under this contract and the performance thereof, including all matters pertaining to the validity, construction, interpretation and effect of a resulting contract. In the event of any dispute between the parties hereunder, all such disputes shall be pursued in Circuit Court for the State of South Carolina, Lexington County.

9.9.00 ATTORNEY FEES

In the event that the County of Lexington is required and shall bring a suit or action to compel performance of or recover for any breach of any stipulation, covenant, term or condition of a resulting contract, the County may seek attorney fees from contractor and contractor will pay to the County such attorney fees as the court may award. Otherwise, attorney fees in connection with any suit or action hereunder will be borne by the parties experiencing said expenses.

9.10.00 ASSIGNMENT AND MODIFICATION

9.10.01 The contract resulting from this RFP shall be binding upon the contractor, its successors, and assigns. This contract shall be binding upon the County in accordance with its terms and conditions. Contract shall not be assigned by contractor without the express written consent of the County, such consent to be within the sole discretion of the County. Any change in majority ownership or operational control of contractor shall be deemed as assignment by operation of law and shall not be permitted except as provided for herein.

9.10.02 No agreement to modify the formal contract shall be binding on the part of the County unless such modification is reduced to writing and executed by an authorized agent of the County.

9.11.00 SUBCONTRACTING

If any part of the work covered by this RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the County of Lexington. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

9.12.00 INDEMNIFICATION FOR LEGAL OR CONSULTANT SERVICES

Any contract for legal or consultant services entered into by the County of Lexington shall be in accordance with Section 11-9-105 of the 1976 Code of Laws of South Carolina, as amended, which requires completion of all services. In the event all services are not fully rendered as provided for in the contract, any monies which have been paid by the County under the contract must be refunded to the County along with a twelve (12) percent penalty.
9.13.00 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. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act (See Section 44-107-30). This will certify to the County of Lexington your compliance.

9.14.00 PAYMENT TERMS

Payment for services pursuant to a successful contract will be made within thirty (30) days of receipt of a detailed monthly invoice unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. Contractor shall provide complete cooperation during any such investigation. Invoice shall be for services rendered for the period of the first day of the month through the last day of the month.

9.15.00 TERMINATION

9.15.01 For Cause: In the event of material breach by contractor, County of Lexington shall be given written notice specifying the material breach. The County would regard any deviation from the requirements of the contract that was neither trivial nor innocent as being material. Such deviations are evaluated on an instance-by-instance basis but any deviation which impairs the utilization or value of the property to the County would be regarded by the County as a material breach. Upon receipt of such notice, if contractor has not begun correction of the material breach within two (2) days or has not substantially corrected the material breach within ten (10) days of receipt of written notice, County of Lexington shall have the right to terminate unilaterally and immediately services hereunder without further notice. County of Lexington reserves the right to purchase any and all services or other items thereafter in the open market, charging the contractor with any additional costs. Should such charge be assessed, no subsequent proposals or proposals of the defaulting contractor will be considered until the assessed charge has been satisfied. Additionally, the County shall have a similar right of rescission in any instance where contractor provides or seeks to provide any services for a price higher than that specified herein, without regard to cause, including governmental regulatory intervention and insistence. In the event of rescission, revocation or termination, all documents and other materials in the possession of County of Lexington or scheduled for delivery to the County relating to performance hereunder shall become the property of the County. County of Lexington’s failure to exercise their rights to terminate under this provision shall not be construed as a waiver of their rights to terminate, rescind or revoke the services herein in the event of any subsequent breach.

9.15.02 Non-Appropriation: If the Lexington County Councils fail to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the contract, reduce the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County.

9.15.03 Termination for Convenience: The County, by written notice, may terminate this contract in whole or in part, when it is in the best interest of the County.

9.16.00 ILLEGAL IMMIGRATION & PUBLIC CONTRACTS

9.16.01 In accordance with the South Carolina Illegal Immigration Reform Act, 2008, Act No. 280. Section 3 of this Act added to Chapter 14 to Title 8 of the South Carolina Code of Laws prohibits covered persons from entering into covered contracts unless the contractor agrees either (a) to verify all new employees through the federal work authorization program [and requires the same from subcontractors and sub-subcontractors] or (b) to employ only qualifying workers. Effectively, the
Act also requires contractors to agree to provide any documentation required to establish either (a) that the Act does or does not apply to the contractor, subcontractor, or sub-subcontractor; or (b) that the contractor, and any subcontractor or sub-subcontractor, are in compliance with Section 3 of the Act.”

X. SPECIAL PROVISIONS

10.1.00 CHANGES

10.1.01 County of Lexington has the right to add or delete services within scope at a later date.

10.1.02 No services for which an additional cost or fee will be charged by the contractor will be furnished without the prior written authorization of the County of Lexington.

10.1.03 The amount and types of insurance required should be commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the contractor shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

10.2.00 INSURANCE

10.2.01 SCHEDULE

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<tr>
<td>WORKERS COMPENSATION</td>
<td>Statutory</td>
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<tr>
<td>COMPREHENSIVE GENERAL LIABILITY</td>
<td>$1,000,000 (per occurrence)</td>
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<td>Premises Operations</td>
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<td>Single Limit</td>
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<tr>
<td>Contractual Liability</td>
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<tr>
<td>Personal Injury</td>
<td></td>
</tr>
<tr>
<td>Products - Completed Operations</td>
<td></td>
</tr>
<tr>
<td>PROFESSIONAL LIABILITY</td>
<td>$1,000,000/$2,000,000 (per occurrence)</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>$600,000 Combined (per occurrence or tort claim liability, whichever is greater)</td>
</tr>
<tr>
<td>All Owned, Non-Owned, and Hired</td>
<td></td>
</tr>
</tbody>
</table>

10.2.02 The contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the County. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the County of Lexington. The County of Lexington, its officials, employees and volunteers are to be covered as insured’s as respects: liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contract; products and completed operations of the contractor; premises owned, occupied or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County of Lexington, its officials, employees or volunteers. To accomplish this objective, the County of Lexington shall be named as an additional insured under the contractor's insurance as outlined above.

10.2.03 The contractor shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require
the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

10.2.04 Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, and contingent or on another basis.

10.2.05 Each insurance required by the County of Lexington shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County of Lexington.

10.2.06 Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

10.2.07 All certificates and endorsements must be received and approved by the County of Lexington within ten (10) days after notification of award.

10.2.08 The County, its officers and employees shall be named as an “additional insured” in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage “is primary to all other coverage the County may possess”.

10.3.00 SOCIAL SECURITY

The contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liabilities for the payment of any and all contributions or taxes for Social Security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other compensation paid to persons employed by the contractor or work performed under the terms of this award and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by duly authorized state and federal officials; and said contractor also agrees to indemnify and save harmless the County from any such contributions of taxes or liability hereof.

10.4.00 WORKER'S COMPENSATION COVERAGE

The contractor shall comply with the State law known as the Worker's Compensation Act. The contractor shall maintain such insurance as will protect both contractor and the County from claims under Worker's Compensation Acts and from any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations are by the contractor or anyone directly or indirectly employed in the work.
XI. ATTACHMENTS
NON-COLLUSION AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

________________________________________, being first duly sworn, deposes and says that:

1. He/She is the ___________________ of offeror that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said offeror nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other offeror, firm or person to submit a collusive sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposal in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other offeror, firm or person to fix the price or prices in the attached proposal or of any other offeror, or to fix any overhead, profit or cost element of the proposal price of any other offeror or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Lexington or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Authorized Signature: __________________________

Printed Name: ________________________________

Subscribed and sworn to before me this _____day of ________, 2018

Company: ___________________________________

Authorized Signature: __________________________

Notary Public

Printed Name: ________________________________

Commission Expires: ____________________
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached response to the solicitation and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same materials, supplies, service or equipment, and is in all respects, fair and without collusion or fraud. I agree to this response by all conditions of this response and certify that I am authorized to submit this solicitation’s response. I further certify that this response is good for a period of one hundred twenty (120) days, unless otherwise stated.

___________________________________    ____________________________
Company Name as registered with the IRS    Authorized Signature

___________________________________    ____________________________
Correspondence Address    Printed Name

___________________________________    ____________________________
City, State, Zip    Title

___________________________________    ____________________________
Date    Telephone Number

LEXINGTON COUNTY VENDOR NUMBER _________________________

IF VENDOR NUMBER IS NOT SUPPLIED, THE BELOW SECTION MUST BE COMPLETED.

____________________________________
Remittance Address

____________________________________
City, State, Zip    Fax Number

____________________________________
Telephone Number    Toll-Free Number if available

____________________________________
Federal Tax ID Number    SC Sales Tax Number

Option: Other commodities/services provided by your company.
(DATE)

(CONTRACT VENDOR AND ADDRESS)

RE: CONTRACT
BID NUMBER: (SOLICITATION #)
(SOLICITATION NAME)

Dear Mr./Ms. (NAME):

Enclosed is a signed original contract for the above referenced contract. Upon review and approval, please have a copy of the contract signed on behalf of your company and return one fully executed copy of the contract along with certificate of insurance to my office. In order to fully execute this document, make sure that it is dated properly.

If your company has not done business with the County of Lexington, please contact me for a “Vendor Application” and “W-9 Form”. We will require these forms to be filled out and returned to our office in order to add your company to our payment database. You may download these forms from our website at http://www.lexington-sc.gov/departments/DeptIQ/procurement/Pages/VendorRegistration.aspx.

For all billing inquiries, your Accounts Payable contact will be (NAME) at (803) 785-81XX. Please be sure to note this contact information with your company’s Accounts Receivable department.

We look forward to working with you on this project. Please let me know if you should you have any questions or concerns regarding this contract.

Sincerely,

(NAME)
Procurement Officer
STATE OF SOUTH CAROLINA      )    CONTRACT FOR (CONTRACT NAME)
COUNTY OF LEXINGTON         )

THIS AGREEMENT is entered into by and between the County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072 (hereinafter referred as "County"), and (CONTRACT VENDOR NAME AND ADDRESS) (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide all of the work and services required by (BID NUMBER) (IFB/RFP), which is incorporated herein and made a part hereof, for the (SOLICITATION NAME).

2. **Term of Contract.** The term of this contract shall commence on (DATE) and shall continue for a period of (NUMBER) (#) year(s). County shall have the right, but not the obligation, to renew this contract for (NUMBER) (#) additional one year periods under the same terms and conditions. This contract may be extended upon County written notice not less than (NUMBER) (#) days prior to the expiration of the initial term or any extension hereof.

3. **Compensation.** County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit A and there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.

4. **Payment Terms.** Invoicing will be allowed on a monthly basis. Application for payment shall reflect services completed through the last day of the month. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed, and properly submitted invoice to the County after acceptance of said order/project.

5. **Insurance.** Company shall provide insurance as set forth in the BID.

6. **Modification / Change Orders.** Any change orders, alternations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County and Company, and executed with the same formality as this contract.

7. **Termination.** This contract may be terminated pursuant to the BID.

8. **Warranty.** Company's services are warranted to be performed in a timely and workmanlike manner and such services shall meet in addition to the response to the BID.

9. **Indemnification.** Company shall provide indemnification as set forth in the BID.

10. **Breach / Waiver.** No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by
any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent
to, or waiver of, or excuse for, any difference or subsequent breach.

11. **Severability.** If any term or provision of this contract shall be found to be illegal or
unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contact
shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable
there from.

12. **Entire Agreement and Priority of Documents.** This document, together with all
subordinate and other documents incorporated by reference herein, will constitute the entire agreement
between the parties with respect to the subject matter contained herein and may only be modified by an
amendment executed in writing by both parties. Company hereby agrees, except where this contract
specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by
Company to County leading to this contract, and all other Company representations, commitments,
waivers prior to and in connection with this contract, shall be deemed to be, and are incorporated by
reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a
conflict in the interpretation of the contract, the order of priority in descending order is (i) this document,
(ii) the BID, and then (iii) the Response.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this
_____ day of _________________, 2018.

WITNESSES: _____________________________ (CONTRACT VENDOR NAME AND ADDRESS)

BY: ______________________________

ITS: ______________________________

COUNTY OF LEXINGTON,
SOUTH CAROLINA

_________________________
Procurement Officer

_________________________
Director of Procurement
SAMPLE SCORE SHEET

Preparation of a New Comprehensive Plan

RFP # 2020-RFP-11

Review of Responses

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Notes: