

Office of Procurement
Conway, SC 29526



3230 Hwy 319
Conway, SC 29526

Phone (843) 915-5380
Fax (843) 365-9861

HORRY COUNTY, SOUTH CAROLINA

Self Service Fuel Storage Tanks for Conway-Horry County Airport

RFP DUE DATE/TIME: **February 16, 2010, 3:00 p.m.**

RFP NUMBER: **2009-10-079**

POINT OF RECEIPT: Office of Procurement
3230 Hwy 319
Conway, SC 29526

MANDATORY Pre-Proposal Conference 10:00 a.m., Feb. 2, 2010

Requests for information regarding this RFP should be directed to the Office of Procurement.

COUNTY OF HORRY

Horry County, S.C. is accepting written sealed proposals from qualified offerors to furnish and install one (1) 5000 gallon Avgas and one (1) 5000 gallon Jet A Self Service Aviation Fuel Storage Tanks and Pumping System and one (1) FuelMaster Credit Card Point of Sale Terminal at Conway Horry County Airport. Proposals will be received in the Office of Procurement no later than **February 16, 2010, 3:00 p.m. at which time only the names of the Offerors will be announced.** Any proposal received later than the specified time and date will **NOT** be accepted/considered. No facsimile or telephone proposal will be accepted.

A MANDATORY Pre-Proposal Conference will be held February 2, 2010, 10:00 a.m. at the Conway Horry County Airport, 1700 Airport Road, Conway, SC 29527.

All proposals must be sealed and clearly marked as: **RFP #2009-10-079 "Self Service Fuel Storage Tanks for Conway Horry County Airport"** - and mailed or hand delivered to:

**HORRY COUNTY
OFFICE OF PROCUREMENT
3230 HIGHWAY 319
CONWAY, S.C. 29526**

INSTRUCTIONS TO PROPOSERS

Sealed proposals shall be enclosed and secured in an envelope/package and properly marked and displayed on outside of envelope/package bearing the name, license number (if applicable) and address of proposer, proposal number and project identification. No other information shall be included or written on the outside of the proposal envelope/package Horry County **shall not** be responsible for unidentified proposals. Proposals should be addressed to:

**Horry County Office of Procurement
3230 Hwy 319
Conway, South Carolina 29526**

Hand delivered proposals should be delivered to the same above referenced address.

A MANDATORY Pre-Proposal Conference will be held February 2, 2010, 10:00 a.m. at the Conway Horry County Airport, 1700 Airport Road, Conway, SC 29527.

Proposals shall be submitted to the Office of Procurement not later than 3:00 p.m., **February 16, 2010. Only the names of the Offerors will be announced.** Proposals received later than the 3:00 p.m. deadline will be considered "**LATE PROPOSALS**".

Examination of RFP document – Prior to submitting a proposal, each offeror shall carefully examine the RFP document, study and thoroughly familiarize himself/herself with the specifications/requirements thereof and notify Owner of all conflicts, errors, or discrepancies.

The proposer shall sign his proposal correctly. All offers shall be entered in ink or typewritten. Proposals may be rejected if any omissions, alteration of form, additions not called for, or any irregularities of any kind are shown. The proposal shall remain firm for not less than sixty- (60) calendar days from the date of receipt of proposal.

Questions – All questions must be submitted in writing to norrisa@horrycounty.org attention Thomas G. Jones, Director of Procurement. Proper reference to this Request for Proposals is required. **The deadline for submitting questions is 5:00 p.m., February 5, 2010.** Verbal information obtained otherwise will not be considered in the awarding of the proposal. All changes in specifications shall be in writing in the form of an addendum. It shall be the Offeror's responsibility to ensure he has all addenda which have been issued by visiting <http://www.horrycounty.org/depts/finance/procure/bids.html#currentbids>

Addendum to Proposal – If it becomes necessary to revise any part of this request for qualifications, an addendum will be provided in writing to all proposers receiving this solicitation. All amendments issued by Horry County must be acknowledged in writing by proposer.

When applicable, Horry County pays (8%) eight percent sales tax.

Any proposal withdrawal, or modification received after the established due date at the place designated for receipt of proposals is late. No late proposal, late modification, or late withdrawal will be considered unless received before contract award, and the proposal, modification, or withdrawal would have been time but for the action or inaction of County personnel directly serving the procurement activity in accordance with Section R3-202.11.2, Horry County Procurement Code and Regulations.

Horry County reserves the right to reject any or all proposals. It further reserves the right to waive technicalities and formalities in proposals as well as to accept in whole or in part such proposal or proposals where it deems it advisable in protection of the best interest of the County of Horry, South Carolina. The County will be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

Award of Contract – Award of contract will be made to the proposer whose offer is the most advantageous to Horry County considering all evaluation factors. Horry County shall be the sole judge as to the most advantageous proposal. Award may be made to other than the lowest priced proposal.

This solicitation does not commit the County of Horry to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods or services listed herein.

The successful proposer will be expected to agree to the provisions contained in the attached Contract (sample copy attached).

Freedom of Information Statement

Procurement information shall be a public record to the extent required by Chapter 3 of Title 30 (The Freedom of Information Act), South Carolina Code of Laws, 1976, with the exception that commercial or financial information obtained in response to a “Request for Proposals” which is privileged and confidential if so designated by the proposer shall not be disclosed. Such information must be clearly marked as “CONFIDENTIAL” by the offeror for each section of information so affected. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information. Examples of this type of information would include:

- 1) Customer lists;
- 2) Design recommendations and identification of prospective problem areas under a RFQ;
- 3) Design concepts, including methods and procedures;
- 4) Biographical data on key employees of the bidder/proposer.

Liability Coverage – The successful proposer shall provide certificates of all required insurance(s) including worker’s compensation, premises liability and general liability.

Worker's compensation shall include Employer's Liability with a minimum limit of \$100,000 per accident. Comprehensive general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for premises/operations, products/completed operations, contractual liability, independent contractors and vehicles used in premises/operations, errors and omissions. Insurance shall indemnify County against any and all claims arising under or as a result of the performance of the contract. **The County of Horry shall be named as an additional insured on all liability policies. The County of Horry must be provided thirty- (30) days notice prior to cancellation, modification or reduction in limits of any stipulated insurance.**

Legal Statement

Please disclose any litigation within the last five- (5) years in which a claim has been made against you or your company asserting a cause of action other than:

1. Employment issues
2. Lis Pendens
3. Contracts not related to your professional work

Please explain the issues in these cases.

Grievance - Any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the County Administrator. The protest shall be submitted in writing within fourteen- (14) days after such aggrieved person knows or should have known of the facts giving rise thereto provided that grievance has been made in accordance with proposal requirement. Any grievance by a proposer shall be made known prior to any proposal opening in accordance with invitation to proposals.

**SCOPE OF WORK/SPECIFICATIONS
FOR
5000 gallon Avgas, and 5000 gallon Jet A Self Service Aviation Fuel Storage Tanks,
Pumping System, and FuelMaster Credit Card Point of Sale Terminal at Conway
Horry County Airport**

Scope of Work and Specifications:

A-1 Provide and install one 5000 gallon Avgas Self Service Fuel Storage Tank & Pump/filter System Capable of over wing fueling of aviation gasoline at 20 GPM minimum. Must include materials, shipping, loading and off loading, delivery & set up to include proper slope on tank. Vendor must provide electrical and communication (modem line) requirement specifications and site preparation requirements to include concrete slab specifications to Horry County Department of Airports, Maintenance Department Attn: Mr. Jimmy Gerald not less than sixty days prior to delivery. Vendor will be responsible for making all electrical and communication connections from electrical panel to pumping station (50 feet from power box to control switch), emergency shut off switches (in accordance with code), and credit card terminal from power box to terminal.

- Storage tank must have 5000 US gallons capacity and meet or exceed the following requirements
- Must be horizontal above ground storage tank
- Must be of double –wall steel construction
- Must be UL142, NFPA 407 compliant and must meet all Federal, State, and Local Safety Standards and Codes
- Must contain a man-way entry of not less than 24” to allow for inspection and cleaning
- Must be internally epoxy coated
- Must be equipped with floating suction, emergency vent, pressure/vacuum vent, and tank gauge with hi-level alarm
- Must be equipped with external pump (no submersible pump)
- Sump point must be located in bottom of tank, at low point. Must be fitted with two valve (one lockable) with stainless steel piping and valves.
- Must provide all test and inspection certificates, manuals and required documentation

Accessories (Required)

- o Sump separator system to include connection and installation
- o Explosion-proof pump start-stop station
- o NEMA 4 Emergency shut-off station
- o Pulsar & valve capable for use with automated credit card terminal
- o Ground reel w/50’ ground cord & approved clip
- o Motorized hose reel with 75’ of 1 ¼” certified hose w/certificate
- o Nozzle w/screen

- o Filter/separator system with manual drain, air eliminator, and differential pressure gauge
- o Must provide proper filters / separators with supporting documentation that provides type, date of manufacture, and date of installation
- o Must be equipped with safety & Product decals as required
- o Must provide tank charts, pump manual, and service manual

A-2 Provide and install one 5000 gallon Jet A Self Service Fuel Storage Tank & Pump/filter System Capable of over wing fueling of Jet fuel at 35 GPM minimum. Must include materials, shipping, loading and off loading, delivery & set up to include proper slope on tank. Vendor must provide electrical and communication (modem line) requirement specifications and site preparation requirements to include concrete slab specifications to Horry County Department of Airports, Maintenance Department Attn: Mr. Jimmy Gerald not less than sixty days prior to delivery. Vendor will be responsible for making all electrical and communication connections from electrical panel to pumping station (50 feet from power box to control switch), emergency shut off switches (in accordance with code), and credit card terminal from power box to terminal.

- Storage tank must have 5000 US gallons capacity and meet or exceed the following requirements
- Must be horizontal above ground storage tank
- Must be of double –wall steel construction,
- Must be UL142, NFPA 407, ATA 103 compliant and must meet all Federal, State, and Local Safety Standards and Codes
- Must contain a man-way entry of not less that 24” to allow for inspection and cleaning
- Must be internally epoxy coated
- Must be equipped with floating suction, emergency vent, pressure/vacuum vent, and tank gauge with hi-level alarm
- Must be equipped with external pump (no submersible pump). Capable of pumping product into and out of tank
- Sump point must be located in bottom of tank, at low point. Must be fitted with two valve (one lockable) with stainless steel piping and valves.
- Must provide all test and inspection certificates, manuals and required documentation

Accessories (Required)

- o Sump separator system to include connection and installation. Must meet ATA 103 requirements
- o Explosion-proof pump start-stop station
- o NEMA 4 Emergency shut-off station
- o Pulsar & valve capable for use with automated credit card terminal
- o Ground reel w/50’ ground cord & approved clip
- o Motorized hose reel with 75 feet of 1 ½ inch certified hose w/certificate
- o Nozzle w/screen

- Filter/separator system with manual drain, air eliminator, and differential pressure gauge. Must filter fuel into and out of storage tank. Filters must be 5th generation
- Must provide proper filters / separators with supporting documentation that provides type, date of manufacture, and date of installation
- Must be equipped with safety & Product decals as required
- Must provide tank charts, pump manual, and service manual

A-3 Provide and install one FuelMaster Credit Card Terminal. Must be capable of controlling pumping stations for both Avgas and Jet A. Must include materials, shipping, loading and off loading, delivery & set up. Must be inclusive of all cost associated with training of airport personnel by authorized FuelMaster training technician. Vendor must provide electrical and communication (modem line) requirement specifications and site preparation requirements to “Horry County Department of Airports, Maintenance Department Attn: Mr. Jimmy Gerald” not less than sixty days prior to delivery. Vendor will be responsible for making all electrical and communication connections from electrical panel to pumping station, emergency shut off switches, and credit card terminal.

- System must control inventory and credit card sales of self service fueling system
- Must control sales for both Avgas and Jet A product
- Must be pedestal mounted
- Must contain integral phone modem
- Must be equipped with surge protection
- Must have pedestal receipt printer
- Must be capable of being monitored and downloaded daily by remote computer
- Must supply a copy of software (include software updates for first year), training manual, operation manual, and standard warranty

Provide with complete package, tank charts, service records, test and inspection records, hose certificates, service manual, and standard warranty

To be delivered to:

**Conway Horry County Airport
1700 Airport Rd.
Conway, SC. 29527**

INSURANCE REQUIREMENTS:

The Contractor shall not commence work under the contract until he has obtained all insurance under this section and the Administrator and the Risk Manager of Horry County, South Carolina have approved such insurance coverage. The General Contractor or service providers and all subcontractors are required to have insurance certificates and are required to:

- A. Provide appropriate and operational equipment to perform work.
- B. Obtain all required City and/or State licenses, and/or permits and provide copies to Horry County Department of Airports.
- C. Provide Horry County Department of Airports with an original Certificate of Insurance. Worker's Compensation must include Employer's Liability with a minimum limit of **\$100,000** for each accident. Comprehensive General Liability coverage shall provide minimum limits of liability of **\$1,000,000** per occurrence Combined Single Limit for Bodily Injury and Property Damage. The insurance required shall include the following provisions: **a) A provision naming the County of Horry as Additional Insured on all General Liability policies; b) A provision that the County of Horry will be given thirty (30) days notice prior to cancellation or modification or reduction in the limits of any stipulated insurance.**
- D. Be responsible for any sub-contractor brought in by prime contractor and insure all subcontractors comply with all insurance requirements.
- E. Perform work in such manner as not to disrupt the daily operation of the Airport or Tenants of the Airport.
- F. Conduct work at Airport as to prevent any damage to aircraft property, or ground equipment.
- G. Must meet NFPA, NEC and all Federal, State, and Local regulations.

Examination of Contract Documents and Site:

Before submitting a proposal, each offeror must; (a) examine the Request for Proposals (RFP) Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or , performance of the work; (c) familiarize himself/herself of federal, state and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the work; and (d) study and carefully correlate the offeror's observation with the drawings and specifications if applicable; (e) notify Owner of all conflicts, errors, or discrepancies.

No other drawings, data is available at this time. Before submitting a proposal each offeror may, at his own expense and assuming all risks, make such additional investigations and tests as the bidder may deem necessary to determine his proposal for performance of the work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, the Owner will provide each offeror access to the site to conduct such explorations and test as each offeror deems necessary for submission of a proposal. The offeror shall fill all holes, cleanup and

restore the site to its former condition upon completion of such explorations, at the Owner's discretion.

The submission of a proposal will constitute an incontrovertible representation by the offeror that he has complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

The County shall withhold payments to Contractor if the Certificates of Insurance and endorsements required above are canceled or Contractor otherwise ceases to be insured as required herein.

SPECIAL PROVISIONS

CHARGES

No services, for which an additional cost or fee will be charged by the Company, will be provided without the prior written authorization of Horry County.

PRICE PROPOSAL

5000 Gallon Avgas Self Service Fuel Storage Tank & Pumping System\$_____

Applicable Tax \$_____

5000 Gallon Jet A Self Service Fuel Storage Tank & Pumping System \$_____

Applicable Tax \$_____

FuelMaster Credit Card System \$_____

Labor \$_____

Training \$_____

Applicable Tax \$_____

TOTAL COST \$_____

Company: _____

Address: _____

City/State/Zip: _____ Email: _____

Phone: _____ Fax: _____

Authorized Representative: _____

Print Name: _____

PROPOSAL FORMAT and INSTRUCTIONS

In order to facilitate proposal review and evaluation, each proposal should be organized as follows:

- Section 1 - Include letter of transmittal which lists the names and telephone number of principals authorized to conduct contract negotiations.**
- Section 2 - Proposer Information.** Include information about your company and its history as it relates to products and services requested under this solicitation.
- Section 3 - Technical Approach.** Include information and specific plans as to how your proposed systems comply with the specifications. Please note that only new equipment may be proposed. Indicate the expected life of the proposed technology. Provide a copy of technical literature.
- Section 4 - Ease of Operation and Maintenance.** Completely explain and provide documentation including parts availability.
- Section 5 - Warranty (parts and Labor).** Include copies of warranties and explain duration of warranty for products as well as warranty of installation.
- Section 6 - References (Past Experience).** Provide three references for similar systems in place at other self-service airport facilities, to include:
1. Name of Project and Owner
 2. The name, telephone number and email address of the person(s) 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, if desired.
- Section 7 - Price Proposal Form.** Include a completed price proposal form contained in this RFP solicitation. Also include form of Non-Collusion Affidavit. Acknowledge any addenda if issued.

PROPOSAL EVALUATION FACTORS

Proposals will be evaluated using the following factors:

1. Technical Approach
2. Ease of Operation and Maintenance
3. Warranties (Parts & Labor)
4. References (Past Experience)
5. Price

All of the factors are important to Horry County; however, technical approach, ease of operation and maintenance warranties are the most important to Horry County and will carry the most weight during the evaluation of proposals. Although price is important, it carries less weight than the other evaluation factors.

EVALUATION PROCESS

An evaluation committee will convene to review and evaluate proposals received and will score proposals based upon information received. References provided will be contacted.

AWARD WITH OR WITHOUT DISCUSSIONS/NEGOTIATIONS

Horry County reserves the right to award a contract based on initial proposals, with or without discussions or negotiations. If discussions or negotiations are deemed necessary prior to contract award, only those offerors determined to be in the competitive range (defined as those who have a reasonable chance of receiving contract award) will be included. If discussions or negotiations are not deemed necessary for contract award, Horry County will make contract award based on initial offers received; therefore, offerors should submit their best offers initially.

CONTRACT AWARD

Any contract awarded will be made to the proposer whose offer is deemed the most advantageous to Horry County considering all evaluation factors – Award may be made to other than the lowest priced proposal. Horry County shall be the sole judge as to the most advantageous proposal. The awarded proposal shall become part of the Horry County contract.

Required Form

FORM OF NONCOLLUSION AFFIDAVIT

(This Affidavit is Part of the Proposal)

STATE OF _____)

COUNTY OF _____)

_____ being first duly sworn, deposes and says that he/she is

_____ (Sole owner, a partner, president, secretary, etc.)

of _____

the party making the foregoing Proposal that such Proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed directly or indirectly, with any Proposer or person to put in a sham Proposal, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication of conference, with any person, to fix the proposal price of affiant or any other Proposer, or to fix any overhead, profit or cost element of said proposal price, or that of any other Proposer to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal are true; and further, that such Proposer has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Proposer)

Sworn to and subscribed before me this _____ day of _____, 20__.

_____ State _____ County _____

Notary Public in and for

My commission expires _____, 20__.

ACKNOWLEDGEMENT OF ADDENDA

Proposer hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Company _____

Authorized Signature _____

Print Name _____

STATEMENT OF NON-PROPOSAL

Date _____

Mr. Thomas G. Jones, Director of Procurement
County of Horry
3230 Hwy. 319
Conway, South Carolina 29526

Dear Mr. Jones:

We, the undersigned, have declined to submit a proposal on # _____
_____ for the following reason(s):

_____ We do not offer these services.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications (please note below).

_____ Delete our firm from your vendor's list as we are unable to comply.

We understand that if a letter is executed and returned, our name will be retained on the list of qualified offerors, unless otherwise specified (as stated above).

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Phone/Fax # _____

Unable to meet specifications because: _____

CONTRACT FOR SALE

Between: **HORRY COUNTY COUNCIL**, a political subdivision of the State of South Carolina, whose Administrative Office is at 1301 Second Avenue, Conway, SC 29526 ("**County**"); and _____, a **vendor** to County of Horry, _____ whose _____ administrative _____ office is _____ ("**Vendor**").

This Contract for Sale ("**Contract**") is dated this ____ day of ____, and shall have an Effective Date of the County's signature (the "**Effective Date**").

1. GENERAL TERMS OF CONTRACT

1.1. Headings: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.

1.2. Time of Performance: The timely performance by **Vendor** of the sale and services described in this Contract is of the essence, and shall commence on the Effective Date. Failure to perform timely, except for cause occasioned by Act of God, shall permit County to declare this Contract voided and of no further effect.

1.3. Arbitration: This contract is not subject to arbitration.

1.4. Dispute Resolution: If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the South Carolina Circuit Court in Conway, South Carolina.

1.5. Merger, Amendment, and Waiver: This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document

containing all such terms. This Contract merges all prior contracts, agreements, and understandings between County and **Vendor** concerning the scope of work described herein. The sale of goods, and the terms of any services to be rendered in connection therewith, as described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of County and **Vendor**. Forbearance by County from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle **Vendor** to rely upon such forbearance in the event of another similar breach by **Vendor** of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.

1.6. Compliance with EEOC and other State and Federal Laws: To the extent set forth in the respective statutes, **Vendor** shall comply with the provisions of:

1.6.1. Title VII of the Civil Rights Act of 1964;

1.6.2. Age Discrimination in Employment Act of 1967;

1.6.3. Title I of the Americans with Disabilities Act of 1990;

1.6.4. Equal Pay Act of 1963;

1.6.5. Fair Labor Standards Act of 1938;

1.6.6. Immigration Reform and Control Act of 1986; and

1.6.7. South Carolina Wages Act, S.C. Code § 37-10-10 et seq..

1.6.8 South Carolina Worker's Compensation Act, S.C. Code § 42-1-10 et seq.

1.6.9 South Carolina Illegal Immigration Reform Act, including without limitation Chapters 14&29, Title 8, and Chapter 8, Title 41, S.C. Code of Laws.

1.6.10 Part 681, Title 16 of the Code of Federal Regulations, Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003; the South

**Carolina Act 190 of 2008; Financial and Identity Theft Protection Act; and
the Horry County Privacy / Identity Theft Policy.**

1.7. By entering into this Contract, **Vendor** affirmatively warrants that **Vendor** is currently in compliance with such laws, and further warrants that during the term of this Contract, **Vendor** shall remain in compliance therewith.

2. SCOPE OF SERVICES:

2.1. **Vendor** shall sell and County shall purchase such property or goods, and such services (if any) set forth in Exhibit "A" which is attached hereto and is incorporated herein by reference, within the time limits set forth therein. If any term contained in Exhibit "A" shall conflict with the terms of this Contract, then such term as set forth on Exhibit "A" shall not bind County.

2.2. All services to be performed by **Vendor** under this Contract shall be performed within the lesser of (a) the term set forth on Exhibit "A"; or (b) the expiry of five years after the Effective Date of this Contract; whichever is the lesser period of time.

2.3. Title to all goods listed in Exhibit "A" as goods to be sold under this Contract shall remain in Vendor's name until the County takes delivery of the goods, at which time title shall transfer to County. Risk of loss of the goods specified remains with the titleholder throughout the performance of this Contract.

3. PAYMENT FOR SERVICES AND GOODS:

3.1. The cost of goods are set forth in Exhibit "B" of this Contract. **Vendor** will bill County upon completion of delivery of the goods to be sold under this Contract, and acceptance by County of the goods.

3.2. Payment for any additional services not specified in Exhibit “A” constitute additional charges to County, at rates and intervals to be agreed between County and **Vendor** in a written instrument executed prior to the performance of such services.

4. WARRANTIES OF VENDOR AND COUNTY:

4.1. County warrants that:

4.1.1. County has the lawful authority required under State law and County’s Ordinances to enter into and perform this Contract;

4.1.2. County shall not offer employment to any employee of **Vendor** for a period of two (2) years after the termination, except for cause, of this Contract.

4.2. Vendor warrants that Vendor has:

4.2.1. All necessary licenses and consents required for **Vendor** to enter into and fully perform the sale of goods and provision of any services set forth on Exhibit “A”, and is in good standing in the State of South Carolina;

4.2.2. All required insurances, including Worker’s Compensation Insurance and General Liability Insurance, to indemnify County against any and all claims arising under or as a result of the performance of this Contract;

4.2.3. No conflict of interest with any other contract with a third party that might cause a claim to arise against County by the entry into or performance of this Contract by **Vendor**.

4.2.4. Full and proper title to the goods to be sold under this Contract as against all others potential claimants.

4.3. Vendor warrants that Vendor shall throughout the term of this Contract:

- 4.3.1.** Perform any services required under Exhibit “A” with a degree of skill and care of reputable members of the same profession in South Carolina;
- 4.3.2.** Maintain all insurances required by law or this Contract, including worker’s compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth on County’s invitation to bid or Request For Proposal, that formed the basis of this Contract.
- 4.3.3.** Properly withhold from all wages, commissions, salaries, and fees paid by **Vendor** to third parties or employees, agents, or sub-contractors of **Vendor**, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;
- 4.3.4.** Ensure that any third party, employee, agent, or sub-contractor of **Vendor** shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;
- 4.3.5.** Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;
- 4.3.6.** Make no offer of employment to any County employee for a period of two (2) years after the termination of this Contract.

4.3.7. Warrant that the goods which are the subject matter of this Contract are fit for the purpose for which the County purchases said goods, are generally fit for sale and use, and are of sound workmanship and quality.

5. OWNERSHIP OF PROJECT MATTER: Unless otherwise agreed between County and **Vendor**, and approved by County's attorney:

5.1. All plans, reports, surveys, and other professional work product of **Vendor** concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of County during and at the completion or termination of this Contract;

5.2. All materials supplied or loaned by County to **Vendor** during the term of this Contract shall remain the property of County;

5.3. All intellectual property provided to County by **Vendor** and originating from this Contract shall become and remain the property of County, and **Vendor** shall not, without the written consent and license from County, use such intellectual property for another commercial purpose;

5.4. County shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by **Vendor** in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

6. EARLY TERMINATION OF CONTRACT: County and **Vendor** shall have the right, upon sixty days written notice, to terminate this Contract, and thereafter County shall have no obligation to pay for services provided to County except up to the

effective date of termination of this Contract. In the event, **Vendor** exercises its right to terminate this Contract, **Vendor** will not cease services for a reasonable period of time, not to exceed One-Hundred Twenty days, to allow County to procure another **vendor**.

7. INDEPENDENT CONTRACTOR STATUS: **Vendor** shall not, by entering into this Contract, become a servant, agent, or employee of County, but shall remain at all times an independent contractor to County. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between **Vendor** and County, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

8. NOTICES TO PARTIES: All notices to each party to this Contract shall be in writing, and sent as follows:

8.1. To County:

8.1.1.

with a copy to:
County Attorney,
1301 Second Avenue
Conway, SC 29526
(Tel: 843-915-5270; fax 843-915-6270)

8.2. To Vendor:

8.2.1.

8.3. Form of Notice: All notices required or permitted under this Contract shall be effective:

8.3.1. On the third (3rd) business day after mailing by depositing the notice in the United States Mail, first class postage prepaid, addressed as set forth

above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

8.3.2. On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

9. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: The

Contractor will indemnify and hold harmless the Owner and the County of Horry and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the Work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Contractor, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable. In any and all claims against the Owner or County of Horry or any of their agents or employees by an employee of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Contractor under the workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of the Contractor under this paragraph shall not extend to the liability of the County of Horry or its agents or employees arising out of the reports, survey, change orders, designs, or specifications.

IN WITNESS WHEREOF, the parties have executed this Contract in three (3) originals, each of which shall be deemed to be an original on the Effective Date first above written.

Vendor: _____ Date: _____

Witness: _____

County: _____ Date: _____

Witness: _____

SAMPLE