



Mailing: P.O. Box 850, Aiken SC, 29802
Physical: 2748 Wagener Road, Aiken SC 29801

Interior Painting Commercial Building

Request for Proposals
#LSCOGPAINT 003-2024

Proposal Due Date:
May 6, 2024

4:00 P.M.

ACKNOWLEDGEMENT OF CONDITIONS

REQUEST FOR PROPOSALS # AND NAME: #LSCOGPAINT 003-2024 Paint Commercial Building
PROPOSALS SUBMITTAL DEADLINE: **4:00 PM EST, Monday, May 6, 2024**

PURPOSE: The Lower Savannah Council of Governments (LSCOG) is requesting Proposals from qualified firms to provide labor, materials and supplies **provide interior painting of commercial office building located at 2748 Wagener Road, Aiken, S. C.** The facility is approximately 14,000 square feet. **The project involves interior prep and painting of approximately 49 offices, 4 conference rooms, 1 lobby, 1 reception area, 7 supply/ janitors closets, 7 restrooms, 1 kitchen, 1 break room.** The contractor is responsible for making their own measurements. Currently some offices are painted sheetrock while others have a painted over vinyl coated sheetrock system or paneling. The work would involve painting of all walls, ceiling tiles and refinishing doors.

The office is divided into three (3) sections Administration (Admin), Workforce (WF) and Human Services (HS) See Exhibit A & B for building layout. Proposals will need to identify total cost as well as the itemized cost per section in the proposal.

It will be necessary to accomplish portions of the work after normal business hours and on weekends. Regular office hours are Monday – Thursday 7:30 AM to 5:30 PM., Friday 7:30 AM-4:30 PM. Would like project completed by September 30, 2024. The contractor will be responsible for the protection, covering, removal and replacement of all furniture and equipment.

Walk Thru by appointment only-Firms are encouraged to walk thru the building prior to proposal submission deadline date. Contact Nora Sanders, email nsanders@lscog.org or call (803) 508-7045 to make an appointment. No Questions will be answered during the appointment. All questions must be submitted in writing as specified in the RFP.

PROPOSALS SUBMISSION: Original and an (3) three copies. *No faxed or emailed Proposals will be accepted.*

Physical:

Lower Savannah Council of Governments
2748 Wagener Road
Aiken, SC 29801

Mailing:

Lower Savannah Council of Governments
P.O. Box 850
Aiken, SC 29802

OUTSIDE OF ENVELOPE MUST BE MARKED: RFP #LSCOGPAINT 003-2024
Paint LSCOG Main Building Attn: Nora Sanders, Asst. Exe. Director

Return this form with the Proposal package.

Respondents must include **an original copy signed in blue ink** by the company’s signatory authority and must contain a statement that the Proposals is firm for a period of 60 days from the closing date for submission of Proposals. Proposal must be submitted in a sealed envelope/container showing the above Proposals name and number. Late proposals will not be considered. No faxed or emailed proposals will be accepted. *This RFP does not commit LSCOG to award a contract, to pay any costs incurred in the preparation of a Proposals or to contract for services.*

THE INFORMATION BELOW MUST BE FULLY COMPLETED AND SIGNED FOR A PROPOSAL TO BE VALID

By signing this Statement, I certify that we (firm) will comply with all requirements contained within the RFP.

AUTHORIZED SIGNATURE	PRINTED NAME	DATE	
COMPANY FULL LEGAL NAME, STATE OF FORMATION & REGISTRATION			
MAILING ADDRESS			
CITY	STATE	ZIP CODE	PHONE
EMAIL			

GENERAL

The Lower Savannah Council of Governments (LSCOG) is requesting Proposals from qualified firms to provide labor, materials and supplies for **interior painting of commercial office building located at 2748 Wagener Road, Aiken, S. C.** The facility is approximately 14,000 square feet. **The project involves interior prep and painting of approximately 49 offices, 4 conference rooms, 1 lobby, 1 reception area, 7 supply/ janitors closets, 7 restrooms, 1 kitchen, 1 break room.** The contractor is responsible for making their own measurements. Currently some offices are painted sheetrock while others have a painted over vinyl coated sheetrock system or paneling. The work would involve painting of all walls, ceiling tiles and refinishing doors.

The office is divided into three (3) sections Administration (Admin), Workforce (WF) and Human Services (HS) See Exhibit A & B for building layout. Proposals will need to identify total cost as well as the itemized cost per section in the proposal.

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All proposals must be complete and carefully worded and must convey **all the information requested in the RFP**, to be considered responsive. If the statement fails to conform to the essential requirements of the RFP, LSCOG will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this RFP shall be comprised of the RFP documents, and successful responsive proposal, including any attachments and amendments and the successful firm's signed Statement. In the event of a conflict between the two documents, this RFP shall govern. The form and all the contents of the contract and proposal must be acceptable to LSCOG.

RFP amendments. All amendments to and interpretations of the RFP shall be in writing from the procurement official. The LSCOG procurement official shall not be legally bound by any amendment or interpretation that is not in writing and approved by LSCOG management.

INVITATION

You are invited to submit a proposal in accordance with the requirements specified in the Request for Proposals (RFP) LSCOGPAINT 003-2024, located on the website of Lower Savannah Council of Government, www.lscog.org.

One (1) original and (3) three copies of the Proposals must be received at the offices of Lower Savannah Council of Governments by 4:00 P.M., Monday, May 6, 2024.

**LSCOG PAINT 003 2024 Paint LSCOG Main Commercial Building
Attn: Nora D. Sanders, Assistant Executive Director**

Mail: Lower Savannah Council of Governments
PO Box 850, Aiken, SC 29802

Physical Address Lower Savannah Council of Governments
2748 Wagener Road, Aiken, SC 29801

Late proposals will not be considered. Proposals may only be submitted by mail or hand delivery. No faxed

or emailed proposals will be accepted. This RFP does not commit LSCOG to award a contract, to pay any costs incurred in the preparation of a proposal or to contract for services.

PUBLIC OPENING

Proposals will be publicly opened and acknowledged as received on Monday, May 6, 2024, at 4:00 pm at LSCOG, 2748 Wagener Road, Aiken, SC 29801.

ORGANIZATION BACKGROUND

Established in 1967, LSCOG is a state-chartered public agency, which provides a wide range of services to citizens, county governments, and municipalities within Aiken, Allendale, Bamberg, Barnwell, Calhoun, and Orangeburg counties. LSCOG operates under the guidance of a thirty-nine-member Board of Directors comprised of elected officials and citizens-at-large from the six (6) county areas.

Programs are funded through a variety of sources, including federal and state grants, and contributions the state of SC and from local governments. Major funding sources include the Economic Development Administration, US Department of Housing and Urban Development, SC Department of Transportation, SC Department of Commerce, SC Department of Aging, Older Americans Act and SC Department of Employment and Workforce.

SECTION I – PROPOSAL INSTRUCTIONS AND REQUIREMENTS

A. KEY EVENTS AND DATES

1	Request for Proposals issued	Tuesday, April 16, 2024
2	Deadline for Questions	4:00 pm, Friday, April 26, 2024
3	Deadline to post answers to questions	4:00 pm, Friday, April 30, 2024
4	Deadline for Receipt of Proposals	4:00 PM, Monday, May 6, 2024 at the office of Lower Savannah COG
	Project Completion	September 30, 2024

Walk Thru by appointment only (Strongly encouraged)-Firms desiring to walk thru the building prior to Proposal submission deadline date should contact Nora Sanders, email nsanders@lscog.org or call (803) 508-7045 to make an appointment. No questions will be answered during the appointment. All questions must be submitted in writing.

B. QUESTIONS CONCERNING THIS RFP

Written questions will be accepted until 4:00 PM EST, Friday, April 26, 2024

Every effort has been made to ensure that all information needed by the interested firms or providers is included herein. If a firm or provider finds that it cannot complete a Request for Proposal without additional information, it may submit written questions to LSCOG. Only questions submitted in writing will be answered and no individual answers will be given. Written questions should note the RFP # LSCOGPAINT 003-2024 in the subject line. All firms or providers submitting questions and providing email or fax information will receive a copy of all questions and answers submitted. Additionally, questions and answers will be posted on the website www.lscog.org under the opportunities tab.

Please forward your written questions via one of the below methods:

Attn: Nora Sanders, Assistant Executive Director

Email: nsanders@lscog.org **Fax:** 803-649-2248

Mail: Lower Savannah Council of Governments PO Box 850, Aiken, SC 29802

Physical Address & Drop Box: Lower Savannah Council of Governments, 2748 Wagener Road, Aiken, SC 29801

The answer(s) to any question(s) received, for which the answer(s) would change the scope of the RFP or proposal, may result in an addendum to the RFP. Addendums will be forwarded to all entities responding to this RFP and providing email or fax information. Additionally, addendums, questions and answers will be posted on the website lscog.org under the opportunities' menu. **Addendums must be expressly acknowledged in the Proposals.**

SECTION II – PROPOSAL CONTENT AND FORMAT

This section provides a summary of information to be included in fulfilling the requirements of this RFP. Proposals must be submitted in the format outlined in this section. Proposers must furnish all information required by the RFP. The requirements stated herein do not preclude the proposer from furnishing additional relevant information as deemed appropriate. Substantial deviation from the minimum requirements stated herein may be cause for rejection of the proposal from further consideration.

General Instructions - All Proposals must be assembled in the following order:

- 1) Cover Sheet
- 2) Company Narrative
- 3) Statement of Work and Deliverables
- 4) Budget *Proposals must identify total cost as well as the cost per section (Admin, HS and WF) .See Exhibits A&B for building layout.*
- 5) Signed four (4) required affidavits located at the end of RFP

Company Narrative - The narrative will describe applicant's professional experience.

- 1) Proposer (Company) Information
 - a. Full legal name and State of formation
 - b. Year business started
 - c. Location of company headquarters
 - d. Brief company history
 - e. Current number of staff employed
 - f. Key contact name, title, address (if different from above address), email address, and direct telephone number
 - g. State whether the company is registered with the South Carolina Secretary of State
- 2) Relevant Experience and Qualification of Proposer
 - a. Describe your experience in providing these services to similar organizations
 - b. Examples of similar projects completed
 - c. Suggested project timeline with major tasks and milestones
 - d. Project budget by line item
 - e. Identify who will be involved on your project team, their role, and including their relevant experience
 - f. If a subcontractor is proposed to conduct the scope of work, the proposal must list which activities each subcontractor will conduct as well as information about their level of expertise, knowledge and experience to conduct those specific activities
- 3) References of Proposer
 - a. Submit the name of three (3) organizations that can serve as references that you are currently or within the past three years provided services for—include names, addresses, e-mail addresses, and telephone numbers. LSCOG reserves the right to contact other persons not specifically listed as references but who may have direct knowledge of the proposer's previous work. Please provide information referencing the actual services provided.
- 4) Nonperformance of Proposer

- a. If your company has had a contract or service terminated for a default or dispute of any kind during the past five years, all such incidents must be described. Termination for default or a dispute is defined as notice or an agreement to stop performance due to the company's nonperformance or poor performance, or if the matter was litigated, arbitrated, or mediated, and such proceedings determined the company to be in default. List complete name, address and telephone number of the other party and explain the resolution of the matter.
- b. Explain whether your company has been involved in any other litigation, arbitration, or mediation within the past five (5) years arising out of your performance.

Statement of Work & Deliverables

Describe your approach in detail to providing the services listed in the Scope of Work. Identify and list all major issues, resources, and/or tasks needed to complete the project. Describe and illustrate the overall schedules and timelines. Identify any subcontractors that may be used on performance of this contract. Expressly acknowledge that all subcontractors will be subject to all requirements of the RFP and the contract for the project.

The proposal must include the following:

- a. Project management
- b. A projected itemized budget
- c. A projected materials to be used.
- d. Outline a draft time schedule.
- e. Recommendations regarding the project's implementation

The Proposal must include:

- a. Understanding of the work to be performed, estimated hours, and other pertinent information.
- b. Organization description, size and structure. Indicate whether the company is a small, woman- or minority-owned business.
- c. Qualifications of all staff to be assigned to the project and specify the project manager.
- d. Acknowledge that company may not sub-contract out any of the work without the pre-approval by LSCOG.

Budget

Please provide an itemized budget for the costs associated with all items. The proposed cost for labor, materials, etc., and length of time price is valid and firm. Proposed cost should be valid and firm for minimum 60 days from the date of RFP proposal submission deadline (May 6, 2024). Cost should be valid and binding for contract duration. Define any additional charges. Proposals must identify total cost as well as the itemized line item cost per section (Admin, HS and WF) .See Exhibits A&B for building layout.

Conflict of Interest

The proposer must disclose, in an exhibit to the proposal, any possible conflicts of interest that may result from the award of the Contract or the services provided under the Contract. Except as otherwise disclosed in the proposal, the proposer affirms that to the best of its knowledge there exists no actual or potential conflict between the proposer, the proposer's project manager(s) or their family's business or financial interests ("Interests") and the services provided under the Contract. In the event of any change in such Interests or the services provided under the Contract, the proposer will inform LSCOG regarding possible conflicts of interest, which may arise because of such change and agrees that all conflicts shall be resolved to LSCOG's satisfaction, or the proposer may be disqualified from consideration under this RFP, or the Contract terminated. As used in this section, "conflict of interest" shall also include, but not be limited to, the following:

- a. Giving or offering a gratuity, kickback, money, gift, or anything of value to a LSCOG Board member official, officer, or employee with the intent of receiving a contract from LSCOG or favorable treatment under a contract or solicitation
- b. Having or acquiring at any point during the RFP process or during the term of the Contract, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with proposer's performance of its duties and responsibilities to LSCOG under the Contract or otherwise create the appearance of impropriety with respect to the award or performance of the Contract; or
- c. Currently is in possession of or accepting during the RFP process or the term of the Contract anything of value based on an understanding that the actions of the proposer or its affiliates or Interests on behalf of LSCOG will be influenced.

FAILURE TO INCLUDE ALL REQUIRED SUBMISSION MATERIALS MAY RENDER THE PROPOSALS NON-RESPONSIVE, AS DETERMINED BY LSCOG.

All proposals must be complete and carefully worded and must convey all of the information requested, in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, LSCOG will be the sole judge as to whether that variance is significant enough for it to conclude that the proposal is non-responsive and therefore will not be considered.

SECTION III – INSTRUCTIONS TO PROPOSERS

AMENDMENTS TO RFP

This RFP may be amended at any time prior to opening date. All actual and prospective proposers should monitor the following web site for issuance of amendments: www.lscog.org. Each proposer must specifically state in its proposal that it received each amendment. If the RFP is amended, then all terms and conditions which are not modified remain unchanged.

All amendments to and interpretations of the RFP shall be in writing from the LSCOG procurement official. The procurement official shall not be legally bound by any amendment or interpretation that is not in writing and approved by LSCOG management.

RESPONDENT'S QUALIFICATIONS

Proposers must, upon request of the Lower Savannah Council of Governments, furnish additional satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of the specifications in the RFP. The Lower Savannah Council of Governments reserves the right to make the final determination as to the proposer's ability to provide the products and/or services requested in the RFP.

DEADLINE FOR SUBMISSION OF OFFER

Proposals amendments thereto or withdrawal request must be received by the time advertised for proposals opening to be timely filed. An original and three copies of the Proposals must be received at the physical offices of Lower Savannah Council of Governments by **4:00 P.M., Monday, May 6, 2024.**

**Interior Painting Commercial Building
LSCOGPAINT 003 2024**

Attn: Nora Sanders, Assistant Executive Director

Mail: Lower Savannah Council of Governments, PO Box 850, Aiken, SC 29802

Physical Address Lower Savannah Council of Governments, 2748 Wagener Road, Aiken, SC 29801

Late proposals will not be considered. Proposal may only be submitted by mail, ground services (UPS, Fed Ex, etc.) or hand delivery. No faxed or emailed proposals will be accepted. This RFP does not commit LSCOG to award a contract, to pay any costs incurred in the preparation of a bid or to contract for services with any proposer.

It is the proposer's sole responsibility to ensure that the complete proposal is received by the person (or office) at the time specified in Section I-A (Key Events and Dates). When specifications or descriptive literature are submitted it must be identified in the proposal and included with the proposal.

Lower Savannah Council of Governments assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received must clearly show the RFP number and name and will be placed under safe keeping until the date and time of opening.

By submission of a proposal, you are guaranteeing that all services will meet the requirements of the RFP and contents of the proposal during the contract period.

PUBLIC OPENING

Proposals will be publicly opened and acknowledged as received on Monday, May 6, 2024, at 4:00 pm at LSCOG, 2748 Wagener Road, Aiken, SC 29801.

REJECTION/CANCELATION

This RFP does not commit LSCOG to award a contract, to pay costs incurred in the preparation of a proposal or to procure or contract for the articles of goods and/or services from any proposer. LSCOG reserves the right to reject all proposals and to cancel this RFP in its entirety if LSCOG determines in its discretion that it is in the best interest of LSCOG to do so. LSCOG reserves the right to reject any proposals that contain prices, items or services that are unreasonable when compared to the same or other proposals if such action is in the best interest of LSCOG as determined by LSCOG in its discretion.

COMPETITION

This RFP is intended to promote competition. If the language, specifications, terms and conditions or any combination thereof restricts or limits the requirements in this RFP to a single source, it shall be the responsibility of the interested proposer to notify LSCOG in writing to be received five (5) days prior to the opening date for proposals. The RFP may or may not be changed or amended by LSCOG, but a review of such notification will be made by LSCOG, prior to any award under the RFP.

TERMS OF PAYMENT

Contracts resulting from proposals shall be subject to completion of delivery by the contractor. LSCOG will make payments within the guidelines of the payment schedule of the proposer if agreed upon by both parties and included in the contract. Completion and acceptance of the work will not release the contractor from liability for any repair of faulty workmanship, materials or services found after final payment has been made.

CERTIFICATE OF COMPREHENSIVE LIABILITY, SURETY BONDING AND WORKER'S COMP INSURANCE

The successful proposer must provide certificates of comprehensive liability, automobile and Worker's Compensation insurance on itself and any subcontractors prior to contract signing. Successful proposer must also supply performance and payment bonds equal to at minimum 100% of the contract. All bonds shall be obtained from companies holding certificates of authority.

SECTION IV – EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

LSCOG’s Review Committee will use the following criteria, in ranking and selecting a firm to perform the work under this proposal’s solicitation. Awarding of a contract requires the approval of the Board of Directors.

	Evaluation Description	Point Awards- 0 or Up To
1	Past Performance & Related Experience on Similar Commercial Projects- <i>how well the firm worked with clients, performed services, service management and achievement of desired outcome(s)</i>	20
2	Ability of Professional Personnel - <i>staff skills and experience to complete tasks as defined in the scope of work</i>	20
3	Willingness/Ability to Meet Time Requirements - <i>timeline for completion of scope of work</i>	15
4	Current and Projected Workload of the Firm - <i>number of staff to be assigned to this project, current and planned projects and how staffing will/ will not change because of the workload</i>	25
5	Cost of Services -	20
	TOTAL	100

It is anticipated that the highest ranked firm will be selected based on the scoring criteria. If interviews are needed, the top 3 firms will be notified. LSCOG may negotiate the cost of services with the highest ranked firm. Should LSCOG be unable to negotiate a satisfactory contract with the highest ranked firm, negotiations with that firm will be terminated. Negotiations with the second highest ranked firm will be initiated and if an agreeable contract cannot be negotiated, the negotiations will be terminated. In like manner, negotiations with each firm in order of ranking may be undertaken until a contract acceptable to LSCOG is reached or the list is exhausted. LSCOG reserves the right in its discretion to reject any or all proposals or to cancel the RFP in its entirety at any time.

SECTION V – SOME GENERAL CLAUSES OF AWARDED CONTACT

The following provisions, or revised versions approved by LSCOG, shall be contained in the contract, if any, awarded to the successful proposer. The final contract to be approved by LSCOG may contain only the provisions approved by LSCOG including, but not limited to, those in this Section V.

1. **Contract Personnel**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of any unfit persons or persons not skilled in tasks assigned to them. By submission of this proposal, the contractor as the sole or prime contractor does hereby agree:

- a. to certify its compliance with the requirements of Chapter 14 of Title 8 of the SC Code of Laws regarding Unauthorized Aliens and Public Employment
- b. to provide LSCOG with any documents required to establish such compliance upon request; and
- c. to register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to SC Code 8-14-20(B)(2).

2. Ownership and Confidentiality

All intellectual property will become the property of LSCOG. All data remains the sole property of LSCOG. The contractor shall further agree to keep confidential information related to all contracts with LSCOG in strict confidence, including, but not limited to, the terms of the contract(s) and any confidential business information or proprietary information learned through its dealings with LSCOG. LSCOG may authorize the release of such information only through a written instruction.

3. Force Majeure

The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include but are not restricted to; acts of God, acts of the Federal or State government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case the failure to perform must be beyond the control and without the fault or negligence of the contractor.

4. Save Harmless and Indemnity for Certain Intellectual Property

The contractor shall indemnify and save harmless the Lower Savannah Council of Governments and all of its officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Proposer shall have no liability to the Lower Savannah Council of Governments if such patent, trademark or copyright infringement or claim is based upon the contractor's use of material furnished to it by the Lower Savannah Council of Governments.

5. **Publicity Releases**

The contractor shall not have the right to include Lower Savannah Council of Governments' name in its published list of customers without prior approval of LSCOG. Regarding news releases, only the name of the firm, type and duration of contract may be used and then only with prior approval of Lower Savannah Council of Governments. The contractor agrees not to publish or cite in any form any comments or proposals from Lower Savannah Council of Governments or its Board members or staff. The contractor further agrees not to refer to the award of this contract in commercial or other advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by Lower Savannah Council of Governments.

6. **SC Law Clause**

Upon award of a contract, the contractor 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 within the State of South Carolina. By submission of this signed proposal, the proposer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

7. **Termination**

Subject to the conditions below, the contract may be terminated for any reason by the Lower Savannah Council of Governments providing a thirty (30) day advance notice in writing to the contractor.

- a. **For Convenience** In the event that this contract is terminated or canceled upon request and for the convenience of the Lower Savannah Council of Governments without the thirty (30) days advance written notice, then the Lower Savannah Council of Governments may negotiate reasonable termination costs, if applicable.
- b. **For Cause** Termination by the Lower Savannah Council of Governments for cause, default or negligence on the part of the contractor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this Contract shall apply.

8. **General Hold Harmless and Indemnification**

THE CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD LSCOG, ITS OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, PENALTIES, DAMAGES, SETTLEMENTS, COSTS CHARGES, PROFESSIONAL FEES OR OTHER EXPENSES OR LIABILITIES OF EVERY KIND AND CHARACTER ARISING OUT OF OR RELATING TO ANY AND ALL CLAIMS, LIENS, DEMANDS, OBLIGATIONS, ACTIONS, PROCEEDINGS OR CAUSE OF ACTION OF EVERY KIND AND CHARACTER IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS CONTRACT AND/OR THE PERFORMANCE HEREOF, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL SUCH CLAIMS, LIENS, DEMANDS, OBLIGATIONS, ACTIONS, PROCEEDINGS OR CAUSE OF ACTION RELATING TO PERSONAL INJURY, OR OF ANY TANGIBLE OR INTANGIBLE PERSONAL OR PROPERTY RIGHT, OR ACTUAL OR ALLEGED VIOLATION OF ANY APPLICABLE STATUTE, ORDINANCE, ADMINISTRATIVE ORDER, RULE OR REGULATION, OR DECREE OF ANY COURT WILL BE INCLUDED IN THE INDEMNITY HEREUNDER. THE CONTRACTOR FURTHER AGREES AT THE REQUEST OF LSCOG TO

INVESTIGATE, HANDLE, RESPOND TO PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, LIENS, DEMANDS, OBLIGATIONS, ACTIONS, PROCEEDINGS OR CAUSE OF ACTION AT ITS SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF SUCH CLAIM IS GROUNDLESS, FALSE OR FRAUDULENT.

LSCOG nor any of its agencies, units, committees, officers, or employees will hold harmless or indemnify contractor or any other person or party for any liability whatsoever relating to any matter. Any such provision to that effect is void.

9. Assignment

This contract nor any its provisions or performance may be assigned, sublet, or transferred by the contractor or any subcontractor without the written consent of the Lower Savannah Council of Governments.

10. Affirmative Action

Contractor will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

11. Contract amendments, modification, and change orders

Any change orders, alterations, amendments or other modification to the Contract shall not be effective unless reduced to writing and approved by the Lower Savannah Council of Governments and the contractor.

12. Type of Contract

Lower Savannah Council of Governments will sign a contract with one party for the complete set of products and/or services included in.

13. Compliance with Codes, Ordinances, Industry Standards

During the term of this contract, it shall be the contractor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs and industry standards.

14. Seller's Invoice

The invoice will be prepared and submitted by contractor in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoice will contain the following general information, item number, description of supplies, or services, sizes, unit of measure, quantity, unit price, and extended price.

15. Safety

All practices, materials, supplies, and equipment will comply with the Federal Occupational Safety and Health Act, as well as any applicable federal, South Carolina, and/or local safety or environmental codes or regulations. It is the responsibility of the contractor to provide material safety data sheets for product(s) requiring the same involved in the services under this Contract.

16. Non-Appropriations

The contract shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to LSCOG to support continuation of performance of the services under this Contract in a subsequent fiscal period or appropriated year as determined by the LSCOG.

17. Governing Law, Jurisdiction and Venue

The contract will be governed by, and construed in accordance with, the laws of the State of South Carolina. The state courts of South Carolina located in Aiken County, South Carolina shall have exclusive jurisdiction to hear and decide any dispute between the contractor and LSCOG relating to this contract or the operation and provision of the services which are the subject of this contract. Contractor submits to the jurisdiction and venue of such courts and hereby waives any and all objections thereto.

18. Insurance

Minimum insurance coverage carried and maintained by the Contractor throughout the term of the contract shall not be less than following:

Worker’s Compensation	South Carolina Statutory Limits or Statutory Limits required by law of state with jurisdiction of the claim.
Comprehensive Liability (Including Products)	\$1,000,000 each occurrence (\$2,000,000 aggregate) \$250,000 property damage each occurrence
Automotive Liability	\$1,000,000 each occurrence (\$2,000,000 aggregate) \$250,000 property damage; each occurrence

Contractor shall provide LSCOG a Certificate(s) of Insurance providing at least the coverages listed above in this section prior to the execution of the contract by LSCOG. The Certificate must be in a form that is acceptable to LSCOG and provide for reasonable prior notice to the LSCOG in the event of the cancellation of any such coverages. The insurance carriers must be authorized to do business in South Carolina. Contractor shall promptly provide LSCOG with subsequent acceptable Certificates of Insurance upon the written request of LSCOG.

SECTION VI – STANDARD TERMS AND CONDITIONS

SCOPE: THE FOLLOWING TERMS AND CONDITIONS WILL PREVAIL UNLESS OTHERWISE NOTIFIED BY LOWER SAVANNAH COUNCIL OF GOVERNMENTS WITHIN THIS REQUEST FOR PROPOSALSS DOCUMENT. LSCOG RESERVES THE RIGHT TO REJECT ANY PROPOSALS, WHICH TAKES EXCEPTION TO THESE TERMS AND CONDITIONS.

Definitions Used Herein:

- a) "PROPOSALS REQUEST" -RFP of a Formal Request for Proposals
- b) "FIRM"- The person or company offering the service, equipment, etc.
- c) "PROPOSALS" -Submission of Qualifications and Cost Proposals Offered by the Firm
- d) "PROPOSER"-The person or company submitting the Proposals
- e) "CONTRACTOR"-Entity in a formal written agreement
- f) "LSCOG"-Lower Savannah Council of Governments

1. Completing Proposals

All information must be legible. All corrections and/or erasures must be initialed. Authorized must sign the proposal and information required by the RFP must be provided.

2. Confidentiality of Proposals Information

Each proposal must be in a sealed envelope and clearly marked to provide confidentiality of the proposal information prior to the opening. Do not indicate prices and cost on literature.

3. Submitting Confidential Information

Proposers must clearly mark as "confidential" each part of their proposal, which they consider to be proprietary information that could be exempt from disclosure under South Carolina's Freedom of Information Act. Lower Savannah Council of Governments reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the LSCOG or its officers, employees, or agents for its determination in this regard. Marking entire proposals confidential/proprietary is not in conformance with the S. C. Freedom of Information Act.

4. Accuracy of Proposals

Each proposal is made public record of LSCOG after award. Therefore, it is necessary that all information presented is accurate and/or will be that by which the LSCOG will complete the contract.

5. Method of Award and Notification

Proposals will be analyzed, and the award made, based on the evaluation criteria for this Proposals, to the best-qualified Firm. LSCOG reserves the right to reject any or all proposals and any part of a proposal; to waive informalities, technical defects, and minor irregularities in proposal received. It is the policy of LSCOG that in the event two or more proposals are tied after evaluation of proposals, awards shall be determined as follows:

- a. Should there be a firm located within the LSCOG region (Aiken, Allendale, Bamberg, Barnwell, Calhoun, Orangeburg Counties of South Carolina) tied with an out-of-region firm, the award shall be made to the firm within the region.
- b. Should there be a South Carolina firm tied with an out-of-state firm, the award will be made to the South Carolina firm.
- c. Tied Proposals involving LSCOG area firms will be resolved by the flip of a coin by the review committee chairperson or the executive director of LSCOG.
- d. Tied Proposals involving South Carolina firms not in the LSCOG region will be resolved by the flip of a coin by the review committee chairperson or the executive director of LSCOG.

6. Credit Terms

Proposer will list in its proposal all discounts for full and/or prompt payment. Discount will be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered will be computed from the date of receipt of correct invoice or receipt and acceptance of products, whichever is later.

7. **Appeal and Protest Procedures**

The sole exclusive procedures for the protesting matters related to any solicitations or awards of contracts by the Lower Savannah Council of Governments (LSCOG) may be found on the website www.lscog.org under the Opportunities menu in the document Appeal and Protest Procedure. LSCOG is the sole responsible decision maker for resolving all matters related to its procurements and contracts. These matters include pre-award issues that may be raised concerning a solicitation or a specific award of a contract.

8. **Anti-Discrimination Clause**

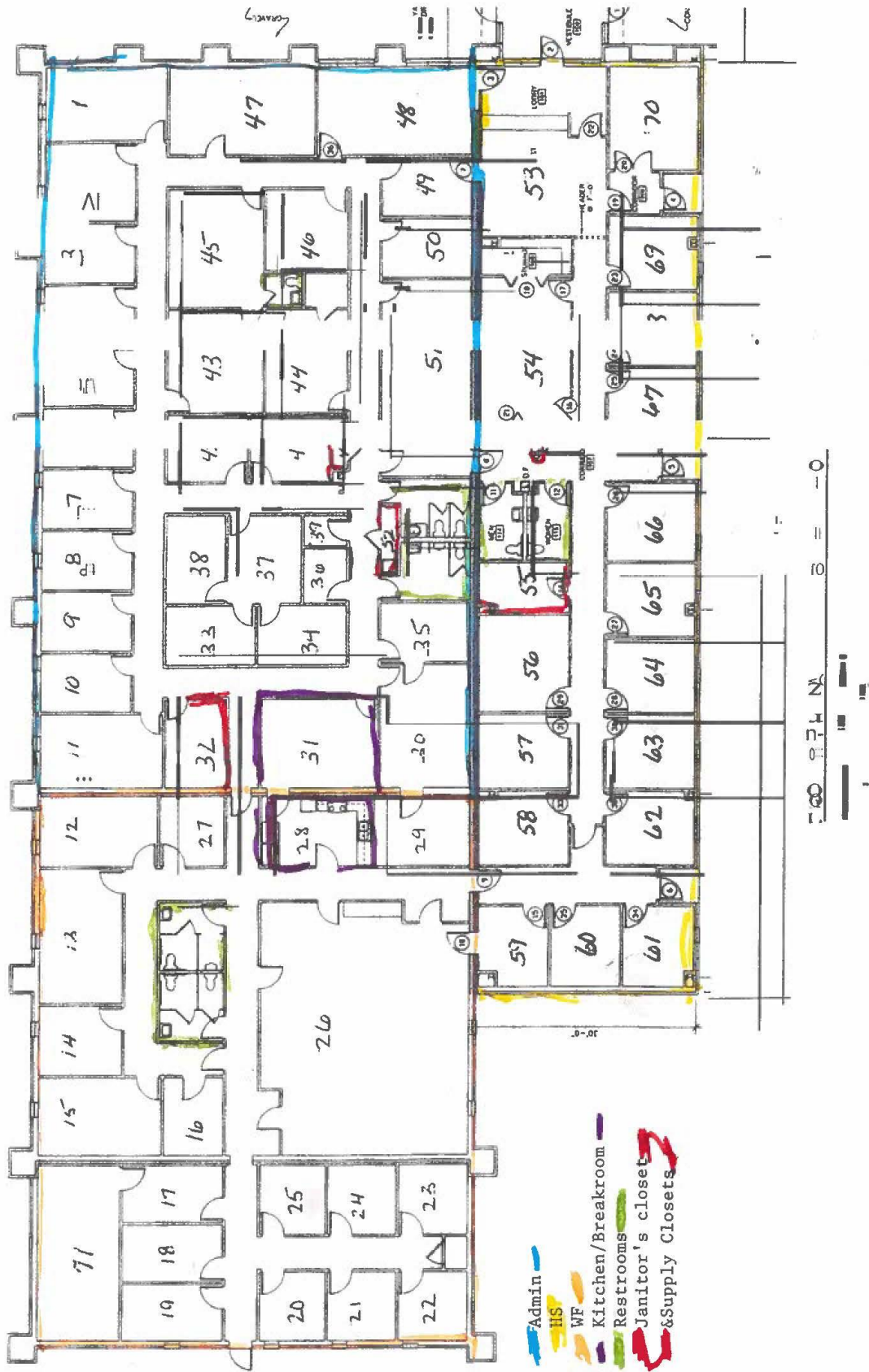
No proposer to this RFP will in any way, directly or indirectly, discriminates against any person because of age, race, color, handicap, sex, national origin, or religious creed.

Lower Savannah Council of Governments is an Equal Opportunity Provider and Employer.

9. **Type of Contract**

Lower Savannah Council of Governments will sign a contract with one party for the complete set of products and/or services included in the RFP.

Exhibit B Building Layout



AFFIDAVIT I

AFFIDAVIT OF NON-COLLUSION

I, _____, holding the title and position of

_____ at the firm _____

affirm that I am the authorized signatory on behalf of the company, board directors and owners in setting the price on the bid or proposal.

1. I certify under penalties of perjury that this bid/Proposal is genuine and not made in the interest or in behalf of any person, company, client, joint venture, partnership or legal entity not herein named.
2. No companies, clients or contractors have been solicited to propose a fake bid/proposal for comparative purposes.
3. No companies, clients or contractors have been solicited to refrain from bidding/quoting or to submit any form of noncompetitive bidding.
4. The price of the bid/proposal has not been disclosed to any client, company or contractor, and will not be disclosed until or after the formal date on the Proposals.

Signature _____

Date _____

AFFIDAVIT II
AFFIDAVIT AS TO
NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES.

The undersigned representatives do hereby certify that, the applicant or contractor does and will continue to comply with Title VI of the Civil Right Acts of 1964 (42USCS2000d) and all other applicable federal, state and local statutes relative to non-discrimination.

The undersigned further recognizes that the Lower Savannah Council of Governments may not contract with any organization, which is not compliance with these assurances. No person shall on the grounds of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded in whole or in part with funds available from the federal government.

Name of Organization _____

Mailing Address _____

Physical
Address _____

Name and Title of Authorized Signatory _____

Signature _____ Date _____

AFFIDAVIT III

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for "sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all" sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization _____

Mailing Address _____

Physical Address _____

Name and Title of Authorized Signatory _____

Signature _____ Date _____

AFFIDAVIT IV

Certification Regarding

Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this Proposals, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposals.

Name of Organization _____

Mailing Address _____

Physical
Address _____

Name and Title of Authorized Signatory _____

Signature _____ Date _____

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposals, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this Proposals is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction", "participant," "person," "primary covered transaction," "principal," "Proposals," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this Proposals is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this Proposals that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this Proposals that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier

Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all RFPs for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.