

FAIRFIELD COUNTY
Procurement Office
350 Columbia Road, Winnsboro, SC 29180
Phone 803-635-1415 Fax 803-635-5969
Sheila Pickett, CPPB, Procurement Director

***INVITATION FOR BID FOR
LEGAL NOTICE AND ADVERTISING SERVICES***

IFB #: 0119 Legal Notice & Advertising Services

DATE: January 25, 2019

DUE DATE/TIME: **February 19, 2019 at 10:00AM EST**

IFB SUBMISSION: **One (1) original**
Sheila Pickett, CPPB
Fairfield County Administration Building,
Conference Room, 2nd Floor
350 Columbia Road, Winnsboro, SC 29180

MAILING ADDRESS: Fairfield County Procurement Office
P.O. Drawer 60
Winnsboro, SC 29180

CONTACT: Questions must be in writing and received by 10:00 A.M.,
February 12, 2019
Email Address: sheila.pickett@fairfield.sc.gov

Fairfield County is inviting firms to submit bids with the requirements of this solicitation which are contained herein.

In order for your bid to be considered, it must be submitted to the Purchasing Office no later than the date and time as listed above, at which time respondents to this request will be recorded in the presence of one or more witnesses. Bids received by the Purchasing Office after the time specified will be returned to the offeror unopened.

The bids must be signed by an official authorized to bind the Proposer, and shall contain a statement to the effect that the bid is firm for a period of at least 90 days from the closing date for submission of bids. **Bids must be submitted in a sealed opaque envelope/container showing the above bid number, opening date, and title.**

The County reserves the right to accept or reject any or all bids received as a result of this request, to negotiate with all qualified proposers, or to cancel in part or in its entirety this bid, if it is in the best interest of the County to do so.

INTRODUCTION

Fairfield County is accepting **bids** from qualified media outlets to provide advertising services according to State and Local government laws. Fairfield County advertisements such as legal notices, job vacancies, solicitations, delinquent tax listing, election notices, and any other notices that require posting. The closing date for this IFB is **February 19, 2019**, at 10:00 a.m.

SECTION I: SCOPE OF SERVICES TO BE PERFORMED

Fairfield County is seeking separates for each category list in Exhibit “A” from interested vendors to provide the services for the periods of two years at a firm fixed rate. It is the responsibility of interested parties to do all appropriate due diligence activities including any valuation attendant to the IFB and should work with the County Administrator and his staff in order to accomplish the same.

Notices and advertisements will be provided either by email or hardcopy. All formats are Microsoft Word documents or Microsoft Excel spreadsheets.

SECTION II: SUBMISSION PROCEDURES REQUIREMENTS

All submissions must be received by **10:00 A.M. Tuesday, February 19, 2019** and delivered to Fairfield County Procurement Department 350 Columbia Road, 3rd floor, Winnsboro, SC 29180. If the submission is late the bid will be rejected. There will be no exceptions. Responders submitting bids shall be responsible for all cost of preparing such bids. Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

To ensure acceptance of the bid, the Invitation for Bid number (**IFB 0119**) should be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

**Fairfield County Council
Procurement Department: Attn: Sheila Pickett, CPPB
350 Columbia Road
P.O. Drawer 60
Winnsboro, SC 29180**

SECTION III: INQUIRIES

All inquiries and response will be distributed to all vendors known to have received the IFB document. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this IFB.

Address inquiries to:

Sheila Pickett, Director of Procurement
Fairfield County Purchasing
PO Drawer 60
Winnsboro, SC 29180
Email: sheila.pickett@fairfield.sc.gov
Phone: 803-635-1415

GENERAL BID CONDITIONS

1. INSTRUCTIONS TO BIDDERS:

Bids shall be publicly opened at **10:00 A.M. (SHARP)** on **February 19, 2019** as indicated in the request to Bid and shall be conducted in the “FAIRFIELD COUNTY GOVERNMENT COMPLEX BUILDING, 350 COLUMBIA ROAD, WINNSBORO, and SC 29180, IN THE CONFERENCE ROOM.

- b. Sealed bids shall be enclosed and secured in an envelope. The name and address of the bidder shall be displayed on the envelope. Bids shall be addressed to the Director of Purchasing, PO Drawer 60, Winnsboro, South Carolina 29180. Hand carried bids shall be delivered to the Purchasing Department, 350 Columbia Road, Winnsboro, South Carolina 29180.
 - c. Bids shall be submitted no later than **10:00 A.M.** In the place and manner as described in paragraph 1b above and on the date indicated by the request to Bid. Bids received after this time is considered late bids. Late bids shall not be considered, unless the delay was caused by improper handling by the District employees.
 - d. The County shall not accept responsibility for unidentified bids.
 - e. In the event that a bid is unintentionally opened prior to the official time set for the bid opening, the employee opening such bid shall immediately inform the Director of Purchasing or his assistant who shall, in the presence of another of equal rank or above, immediately contact the vendor submitting the bid.
 - f. The vendor so contacted will be informed as to the circumstances and shall be invited to come to the office of the Director of Purchasing to reseal and submit or withdraw the bid, if the vendor elects to reseal and submit the bid, such vendor shall be required to sign, date and indicate the time of resealing on the bid envelope. If the vendor directs the Purchasing Department to reseal the bid, both the employee making the contact to the vendor and the district witness present, shall sign, date and indicate the time of sealing on the bid envelope.
 - g. In the event that the Purchasing Department is directed by the vendor to return the bid, a statement properly witnessed stating the action taken and when, shall be duly filed.
 - h. All prices and quotations shall be entered in ink or typewritten and shall remain firm for not less than thirty (30) days from the date of the bid. Mistakes may be crossed out and corrections inserted adjacent there to and shall be initialed in ink by the person signing the bid. The bidder shall insert the net price per stated unit and the extension against each item, which he/she proposes to deliver. The price shall include in the grand total column all delivery charges, installation and applicable taxes when necessary.
2. TAXES: When applicable, South Carolina sales tax shall be shown as a separate entry on the bid total summation. In other words, there shall be a bid subtotal with South Carolina tax added in to create a grand total. When required, exemption certificates shall be furnished on forms provided by the vendor.

3. PROPRIETARY INFORMATION: Bidders shall visibly mark as “CONFIDENTIAL” each part of their bid which considers proprietary information. Price may not be considered confidential proprietary information.
4. AMBIGUOUS BIDS: Bids which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
5. COVENANT AGAINST CONTINGENT FEES: The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Fairfield County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
6. BIDDER’S QUALIFICATIONS:
 - a. Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.
7. ACKNOWLEDGEMENT OF AMENDMENTS TO REQUEST FOR BIDS:
 - a. Bidders shall acknowledge receipt of any amendments to this solicitation either by signing and returning one (1) copy of the amendment or by letter or by telegram or by fax.
 - b. Fairfield County must receive the acknowledgment by the time, date, and at the place specified for receipt of bids.
8. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin and/or physical handicap.
9. EXPLANATION TO PROSPECTIVE BIDDERS:
 - a. Any prospective bidder desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective bidders before submission of their bids.
 - b. Oral explanation and/or instructions given before the award of the contract shall not be binding.
 - c. Any information given to a prospective bidder pertaining to this solicitation shall be furnished promptly to other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.
10. AWARDING POLICY: The County reserves the right to select and award on an individual item basis, lot (group) basis or an “all or none” basis, whichever the County determines to be most advantageous. Therefore, individual prices per item must be indicated on the bid form. Bidders are encouraged to offer discounts for consideration of consolidated award. Furthermore, the

County in determining the lowest responsible bidder on each of the items shall consider, in addition to the bid prices, the quality, training, suitability and adaptability of the services required by this solicitation. The County reserves the right to reject or accept any or all bids and to waive any informalities and/or irregularities thereof.

In the event that identical bids are received on like items, the Director of Purchasing, subject to the approval of the County Administrator, shall award bids by whichever of the following procedures are deemed most appropriate under the circumstances:

- a. Award to the firm whose primary business establishment is physically located:
 1. within the boundaries of Fairfield County; and
 2. within the boundaries of the State of South Carolina.
 - b. If all of the above are equal, the County shall award by a toss of a coin with all interested parties given an opportunity to witness. The County shall have a minimum of two witnesses for the coin toss.
11. **WITHDRAWAL OF BIDS:** Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. No bid shall be withdrawn for a period of thirty (30) days after the schedule closing time for the receipt of bids. The County reserves the right to award contracts for a period of thirty (30) days.
12. **INSURANCE REQUIREMENTS:** All vendors who provide Fairfield County with services on County property will be required to submit General Liability Insurance minimum limits of \$500,000 per occurrence, or \$1,000,000 single limit, for damages arising from acts which occur during the contract period, with Fairfield County specifically listed as an additional insured on the policy. All vendors who provide Fairfield County with services will also provide and maintain workers compensation insurance, regardless of the number of employed persons at its organization. Failure to provide either requested policies will deem the vendor to be non-responsive. Vendors will provide these policies before commencing work on the project.
13. **ACCIDENTS:** The vendor shall hold the County harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of this contract. In case any action is brought against the County or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his failure to do so after proper notice, the County reserves the right to defend such motion and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
14. **STATEMENT OF COMPLIANCES AND ASSURANCES:** By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.
15. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself/herself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or contract.

16. FAILURE TO SUBMIT BID: Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specified otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future consideration for similar requirements. If a recipient does not submit a bid or fails to respond by submitting a “no bid” for three (3) consecutive bids for the same commodity, they shall be removed from the applicable vendor list.
17. EXAMINATION OF RECORDS:
- a. The County Administrator of Fairfield County or his duly authorized representative(s) and/or duly authorized representative(s) from the office of the County Auditor shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Contractors’ directly pertinent books, documents, papers or other records involving transactions related to this contract.
 - b. He/She agrees to include in first-tier subcontracts under this contract a clause to the effect that the County Administrator of Fairfield County or his duly authorized representative(s), and/or duly authorized representative(s) from the office of the County Auditor shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractors’ directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).
18. MATERIALS REQUIRED: Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment which may be defective or fail to comply with specifications and without validating the remainder of the order.
19. PACKING AND DELIVERY: All shipments shall be FOB to the County locations specified. Purchase order numbers and/or contract numbers(s) as appropriate, must be clearly stated on each carton or package.
20. “OR APPROVED EQUAL” CLAUSES: Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words “or approved equal”. Such method of description is intended merely as a means of establishing a standard of comparison. However, the County reserves the right to select the items which, in the judgment of the County, are best suited to the needs of the County, based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size, type, weight, color, etc., of the item bid if not exactly the same as the item specified. Vendor’s stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from that specifically mentioned in the specifications, he/she shall submit with his bid the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the County to compare the material specified; and, such material will be given due consideration. The County reserves the right to insist upon and receive the items as specified, if the submitted items do not meet the County’s standards for acceptance.
21. PATENTS: The vendor shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or uncopyrighted composition, secret process, article or appliance furnished or used under this bid.

22. **INSTALLATION:** Where equipment is called for to be installed under this bid, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the County. The vendor shall be responsible providing an appropriate amount of lead-in to equipment requiring electrical, water or other basic service. The County will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packing, crating, and other letter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her equipment.
23. **GUARANTEE:** The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty material is discovered during the guarantee period, the vendor shall, immediately, upon notification by the County, proceed at his/her own expense, to repair or replace the same, together with any damage to all finishes, equipment, and furnishings that may have been damaged as a result of the defective equipment or workmanship.
24. **PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
- Name of business concern
 - Contract number or other authorization for delivery of service or property
 - Complete description
 - Price and quantity of property or service actually delivered or executed
 - Shipping and payment terms
 - Name where applicable
 - Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and.
 - Other substantiating documentation of information as required by the contract.
25. **TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The bidder shall include with his/her bid delivery dates for each item as requested, and shall furnish all items in accordance with the bid solicitation unless an extension was granted by the County in writing.
26. **SERVICE FACILITIES:** In considering the equipment bid upon, the County shall take into consideration past performance of existing installations, service and maintenance facilities provided by the bidder. The bidder shall have available a local service organization that is trained in the proper servicing of equipment.
27. **LIQUIDATED DAMAGES:** Should the Contractor fail to complete the contract within the established time limit, or at the later date as authorized in writing by the Director of Purchasing, he/she shall pay liquidated damages in the sum of one hundred dollars (\$100.00) per day.
28. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in

this State, by submission of this signed bid, the bidder 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.

29. COMPETITION: There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the United States Government Contract price without any liability because the State is exempt from provisions of the Robinson-Patman Act and other related laws.
30. EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs of the failure to perform the contract arise out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
31. ASSIGNMENT: No contract may be assigned, sublet, or transferred without a written consent of the Director of Purchasing.
32. SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful bidder shall be held responsible thereof.
33. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:
 - a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) or on or adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by any careless operation of equipment, or by workman, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the District representative(s).
 - b. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the County representatives(s) may recommend that the necessary work be performed and charge the cost to the Contractor.

34. Documentation contained in Section “D” shall be completed and submitted along with the Proposal.
35. TERMINATION: Subject to the provisions below, the contract may be terminated by the Director of Purchasing providing a thirty (30) day advance notice in writing is given to the Contractor.
- a. Termination for Convenience.
In the event that this contract is terminated or cancelled upon request and for the convenience of the County without the required thirty (30) day advance notice, then the County shall negotiate reasonable termination costs, if applicable.
- b. Termination for Cause.
Termination by the County for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in this bid shall apply.
36. DEFAULT: In case of default, the County reserves the right to purchase any or all items in open market, charging the Contractor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting contractor shall be considered until the assessed charge has been satisfied.

SECTION IV NON-DISCRIMINATION STATEMENT

The bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to Fairfield County or the performance of any contract resulting there from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Fairfield County to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature

Title

