FAIRFIELD COUNTY
Procurement Department
250 N Walnut Street, Winnsboro, SC 29180
Phone 803-815-4042

REQESUT FOR QUALIFICATIONS
(RFQ)

SOLICITATION NUMBER:	**RFQ 20270722**
SOLICITATION TITLE:	**COUNTY-WIDE PROFESSIONAL CONSULTING SERVICES**
POSTING DATE:	July 24, 2026
DEADLINE FOR QUESTIONS:	August 14, 2026 at 5:00PM EST
DEADLINE FOR SUBMISSION:	**September 15, 2026 at 10:00AM EST**
MAILING ADDRESS:	Fairfield County Procurement Office P.O. Drawer 60 Winnsboro, SC 29180
PUBLIC OPENING LOCATION:	Fairfield County Administration Building, Conference Room, 2nd Floor 250 N Walnut Street, Winnsboro, SC 29180

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for delivery of bids which are mailed.
The solicitation number MUST be shown on the outside of envelope.

DIRECT ALL INQUIRES TO:
Timika Beaver, Procurement Director
Email: Timika.beaver@fairfield.sc.gov
Phone: (803) 815-4042

COPIES:
Respondents shall submit **one (1) original Statement of Qualifications with an original ("wet") signature, four (4) bound copies, and one (1) USB flash drive containing a searchable PDF version of the complete submission.** The electronic copy must mirror the contents of the signed original.

NOTICE TO OFFERORS: The solicitation has been publicly posted and may be obtained on the South Carolina Business Opportunity (SCBO) https://scbo.sc.gov/search and Fairfield County Purchasing website www.fairfieldsc.com**.** All prospective bidders should review the bid document and all Attachments and submit all questions and/or requests for additional information.

COUNTY-WIDE PROFESSIONAL CONSULTING SERVICES

CONFERENCE TYPE: **Not Applicable** DATE & TIME:	LOCATION: **Not Applicable**

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening date.

NAME OF OFFEROR (Full legal name of business submitted the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) □ Sole Proprietorship □ Partnership □ Corporate entity (not tax exempt) □ Tax exempt corporate entity □ Government entity(federal, state, or local) □ Other _____
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME / DATE SIGNED	

Instructions regarding Offeror's name: Any award will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, I.e., a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO.	STATE VENDOR NO.

HOME OFFICE ADDRESS (Address for offeror's home office/principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)

Area Code	Number	Extension	Facsimile

E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
Payment Address same as Home Office Address Payment Address same as Notice Address (check only one)	Order Address same as Home Office Address Order Address same as Notice Address (check only one)

ACKNOWLEDGEMENT OF AMENDMENTS

ACKNOWLEDGMENT OF AMENDMENTS	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
Offeror acknowledges receipt of amendment(s) by number and its date of issue. See "Amendments to Solicitation" Provision								

DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____Calendar Days (%)

COUNTY-WIDE PROFESSIONAL CONSULTING SERVICES

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COUNTY-WIDE PROFESSIONAL CONSULTING SERVICES

SECTION I. PURPOSE

Fairfield County is soliciting qualifications from experienced firms to provide County-wide Professional Consulting Services on an as-needed basis. The intent is to establish one or more Indefinite Delivery/Indefinite Quantity (IDIQ) Master Service Agreements by individual service lots. The County reserves the right to award one, multiple, or no contracts within each lot based on qualifications, experience, and the County's needs.

CONTRACT TERM – MULTIPLE NOT TO EXCEED FIVE (5) YEARS: The initial term of this agreement is two (2) years from the effective date. Upon mutual agreement three (3) optional renewal contract terms. Regardless, this contract expires no later than the last date stated on the final statement of award.

NOTICE TO BIDDERS: The solicitation has been publicly posted and may be obtained on the South Carolina Business Opportunity (SCBO) https://scbo.sc.gov/search and Fairfield County Purchasing website https://www.fairfieldsc.com/departments/purchasing/rfp-bids. All prospective bidders should review the bid document and all Attachments and submit all questions and/or requests for additional information.

Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

ABOUT FAIRFIELD COUNTY COUNCIL: Fairfield County is located in the upper Piedmont region of South Carolina, Fairfield County. Fairfield County has four distinct regions: Wateree, Winnsboro, Monticello, and the Upper. The Fairfield County Council is the elected governing body of Fairfield County. The County Administrative Office is located at 250 N. Walnut, Winnsboro, SC 29180 and has estimated 300 employees across multiple departments and locations throughout the County.

With direct access to I-77, I-20, and I-26, the county offers seamless connectivity to major markets. Global leaders such as Element Electronics, Mekra Lang, Isola USA, Oldcastle APG, and BOMAG FAYAT Group have invested here, drawn by a skilled workforce and a pro-business environment.

SECTION II. INSTRUCTIONS FOR OFFEORS – A. GENERAL

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024): CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND WILL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS APPLY TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT/ADDENDUM means a document issued to supplement the original solicitation document.

AUTHORITY means the Fairfield County Council or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(5)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COUNTY means Fairfield County Council identified on the Cover Page.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Addendums may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and **YOUR** means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Addendums.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or **WE** means Fairfield County Council.

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

AMENDMENTS/ADDENDUMS TO SOLICITATION (JAN 2004): (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: https://www.fairfieldsc.com/departments/purchasing/rfp-bids (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the offeror received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION (MAR 2024) Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given. [02-2A010-3]

OFFER ACCEPTANCE PERIOD (JAN 2004): In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

OFFER SUBMITTAL: The County shall receive all bids/proposals by no later than **10:00 A.M. EASTERN (EST) on the date shown on the RFQ Cover Page**. **Important:** Solicitation No. and Title Must be identified as follows:

RFQ 20270722
TITLE: County-Wide Consulting Services
Attn: Timika Beaver
250 N Walnut Street
P.O. Drawer 60
Winnsboro, SC 29180

Offeror is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The County is not responsible for any delays caused by the Offeror's chosen means of proposal delivery.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024): GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. (a) By submitting an offer, the offeror certifies that-(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) Those prices;(ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered. (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and (3) No attempt has been made or will be made by the offeror to induce any other concern to

submit or not to submit an offer for the purpose of restricting competition. (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal]; (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification. (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-(i) Offeror and/or any of its Principals-(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity. (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible. (d) 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 paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006): The Fairfield County Council https://www.fairfieldsc.com/departments/purchasing South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:http://www.scstatehouse.gov/code/statmast.php The South Carolina Regulations are available at: http://www.scstatehouse.gov/coderegs/statmast.php

COUNTY OFFICE CLOSINGS (JAN 2004): If an emergency or unanticipated event interrupts normal county processes so that offers cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal county processes resume. In lieu of an automatic extension, an Amendment/Addendum may be issued to reschedule bid opening. If County offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: www.fairfieldsc.com.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (JUL 2023) ("OCI FAQ for Contractors" is available at www.procurement.sc.gov) (a) You certify that, after reasonable inquiry, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. (b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the County may withhold award. Before withholding award on these grounds, the County will notify you of the concerns and provide a reasonable opportunity for you to respond. The County may consider efforts to avoid or mitigate such concerns, including restrictions on future activities. (c) The certification in paragraph (a) of this provision is a material representation of fact upon which the County will rely when considering your offer for award. [02-2A047-3]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004): Any offer received after the Procurement Officer or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or mail room which services that purchasing office prior to the opening.

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004): By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-

DUTY TO INQUIRE (FEB 2015) Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the County's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The County may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (MAY 2024): (a) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within ten 10 Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief

Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to Timika.beaver@fairfield.sc.gov . If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal [02-2A085-3]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015) Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the County or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010] (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the County during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004): Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS (FEB 2015) (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment/Addendum to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question**. (b) The County seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. All questions shall be received no later than the "QUESTIONS MUST BE RECEIVED BY" date/time as noted on the cover paged. The preferred method of receiving questions is via e-mail with the subject "**QUESTIONS 20270722**and a Microsoft Word attachment using the following format:

Question Number	Section Reference	Page Number	Question

REJECTION/CANCELLATION (JAN 2004): The County may cancel this solicitation in whole or in part. The County may reject any or all proposals in whole or in part.

RESPONSIVENESS (MAR 2024): (a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the County, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

SIGNING YOUR OFFER (JAN 2004): Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

FAIRFIELD COUNTY BUSINESS REGISTRATION: In accordance with Fairfield County Ordinance No.719, Section 3 person doing business that has a Licenses, Permits, and/or Registrations (LPRs) form any State of South Carolina department or agency in order to business in South Carolina (i.e., S. C. Department of Labor, Licensing, and Registration, S.C. Department of Revenue, S.C. Department of Health and Environmental Control, etc.) Section 4 any person doing business in the unincorporated areas of Fairfield County must register their business annually with the County. No person described in Section 3 of this Ordinance unless the business is properly registered with the County. If business is conducted at more than one location or place, each such location or place shall be considered a separate business upon which a separate business registration will be required. One registration is required for each separate business location. Persons working for a registered business are not required to maintain a separate registration with the County identification number and/or social security number, the South Carolina SID or retainer license number if applicable, and the business name and address as reported on the South Carolina income tax return. Every business or person who registers with the County must sign an affidavit, on a form 1esignated by the County or prescribed by the South Carolina Illegal Immigration Reform Act, Attesting under penalty of perjury that the business and/or person is in compliance with the S.C. Illegal Immigration Reform Act and does not knowingly or intentionally employ any person who is an unauthorized alien.

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public

disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE COUNTY MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD. (b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected," (2) agrees that any information not redacted and marked, as required by these (a) bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the County may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the County will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected." By submitting a response, you agree to defend, indemnify and hold harmless the Fairfield County Council, officers, and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the Fairfield County Council or any of its

agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected."

SUBMITTING YOUR OFFER OR MODIFICATION: Paper offers are required. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered.

VENDOR REGISTRATION MANDATORY: Offeror must complete the County Vendor Application and W-9 and submit it with your offer.

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004): Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

SECTION II. INSTRUCTIONS FOR OFFERORS – B. SPECIAL

AUTHORITY APPROVAL REQUIRED: 1. Budgeted purchases not exceeding $25,000 may be approved by the Director of Procurement. 2. Budgeted purchases exceeding $25,000 must be approved by the County Administrator, unbudgeted purchases must be approved by County Council, except as provided for Emergency Purchases.

a. "Budgeted purchases" include purchases for which the funding used: was adopted by County Council in the annual budget ordinance; was adopted or approved by County Council in another ordinance or resolution, as applicable; or was adopted or approved by County Council as a part of a grant application.

b. "Unbudgeted purchases" include purchases for which the funding used was not previously adopted or approved by County Council.

AUTHORIZED COUNTY AGENT: All authority regarding this procurement is vested solely with the County Administrator and Procurement Director. Unless specifically delegated in writing, the County Administrator and the Procurement Director are the only officials authorized to bind the County with regard to this procurement or the resulting contract.

SECTION III. SCOPE OF WORK

3.0 Scope of Work

Fairfield County (County) is seeking Statements of Qualifications (SOQs) from qualified Consultants to provide professional consulting services on an as-needed basis through one or more Indefinite Delivery/Indefinite Quantity (IDIQ) Master Service Agreements contracts. Services shall be awarded by individual service lot to establish a pool of pre-qualified consultants capable of supporting a variety of County initiatives.

The County has divided the requested consulting services into individual service lots to establish a pool of qualified consultants with specialized expertise in various operational and strategic disciplines. Consultants may compete for one or more lots based on their qualifications and demonstrated experience. Each lot will be evaluated independently, and the County reserves the right to shortlist, negotiate with, and award contracts to one or multiple firms within each lot. Task Orders will be issued to the awarded consultant(s) as project needs arise during the term of the contract.

The service lots include, but are not limited to:

Lot 1 – Capital Improvement Planning (CIP)

The selected consultant shall assist the County with the planning, development, prioritization, and implementation of Capital Improvement Programs.

Services may include, but are not limited to:

- Assessment of existing facilities and infrastructure
- Development and update of a multi-year Capital Improvement Plan
- Identification and prioritization of capital projects
- Cost estimating and budget forecasting
- Lifecycle cost analysis
- Asset replacement scheduling
- Funding strategy development
- Grant identification and funding assistance
- Development of project ranking criteria
- Public engagement and stakeholder facilitation
- Presentation of recommendations to County Administration and County Council
- Annual CIP updates

Deliverables may include:

- Capital Improvement Plan (5-, 10-, or 20-year)
- Project prioritization matrix
- Capital budget recommendations

- Implementation schedule
- Executive summary and presentation materials

Lot 2 – Fixed Asset Assessments and Asset Management

The consultant shall provide professional services related to County-owned buildings, infrastructure, equipment, and other capital assets.

Services may include:

- County-wide fixed asset inventory
- Facility condition assessments
- Building systems evaluations
- Infrastructure assessments
- Remaining useful life analysis
- Deferred maintenance evaluations
- Asset valuation
- Replacement reserve studies
- Asset tagging and inventory verification
- GIS integration (if applicable)
- Asset management planning
- Recommendations for maintenance and replacement schedules

Deliverables may include:

- Asset inventory database
- Facility assessment reports
- Condition index ratings
- Replacement schedules
- Deferred maintenance report
- Asset Management Plan

Lot 3 – Public Safety Department Assessments

The consultant shall evaluate operational, organizational, staffing, facilities, equipment, and service delivery needs for County public safety departments.

Departments may include:

- Sheriff's Office
- Emergency Medical Services (EMS)
- Emergency Management

- E-911 Communications
- Fire Service
- Detention Center
- Animal Control (as applicable)

Services may include:

- Organizational assessments
- Staffing studies
- Workload analysis
- Response time evaluations
- Operational efficiency reviews
- Accreditation readiness assessments
- Policy and procedure reviews
- Fleet and equipment assessments
- Facility needs assessments
- Technology evaluations
- Strategic planning
- Risk assessments
- Cost-benefit analyses
- Recommendations for operational improvements

Deliverables may include:

- Department assessment reports
- Staffing recommendations
- Operational improvement plans
- Capital needs recommendations
- Strategic implementation roadmap

Lot 4 – County Department Operational Improvement Plans

The consultant shall provide operational assessments and organizational improvement planning for County departments.

Departments may include, but are not limited to:

- Administration
- Finance
- Purchasing

COUNTY-WIDE PROFESSIONAL CONSULTING SERVICES

- Human Resources
- Public Works
- Building and Codes
- Planning
- GIS
- Information Technology
- Parks and Recreation
- Airport
- Probate Court
- Treasurer
- Auditor
- Assessor
- Register of Deeds
- Clerk of Court
- Magistrate
- Public Defender
- Coroner
- Voter Registration and Elections
- Library
- Solid Waste

Services may include:

- Department operational reviews
- Organizational assessments
- Business process improvement
- Workflow analysis
- Staffing evaluations
- Customer service assessments
- Technology assessments
- Performance measurement development
- Benchmarking against comparable local governments
- Policy and procedure development
- Strategic planning
- Change management assistance

- Efficiency and cost-saving recommendations

Deliverables may include:

- Department Improvement Plans
- Organizational assessments
- Performance metrics
- Process maps
- Staffing recommendations
- Implementation schedules
- Executive presentations

The County reserves the right to add, modify, or remove service areas as operational needs evolve during the contract term.

Work shall be authorized through individual Task Orders. Each Task Order will define the project scope, deliverables, schedule, compensation, and any special requirements. There is no guarantee of a minimum or maximum amount of work under this solicitation.

General Services Applicable to All Lots

Consultants may be requested to provide:

- Data collection and analysis
- Site visits and facility inspections
- Interviews with County staff and stakeholders
- Public engagement meetings
- Best practice research
- Benchmarking with peer local governments
- Financial analysis
- Risk assessments
- Implementation planning
- Development of policies and procedures
- Training and knowledge transfer
- Presentation of findings to County Administration and County Council
- Grant support services, where applicable

Task Orders

Services shall be authorized only through written Task Orders issued by the County. Each Task Order will define:

- Scope of services
- Deliverables
- Schedule
- Compensation
- Department requesting services
- Not-to-exceed amount

No work shall commence until a written Task Order has been approved by the County.

3.1 EVALUATIONS BY INDIVIDUAL LOT

Evaluation and Shortlisting by Lot

Statements of Qualifications will be evaluated independently for each service lot identified in the Consultant's submission. Consultants will be ranked based upon the evaluation criteria established in this solicitation. Following the initial evaluation, Fairfield County may establish a shortlist of the highest-ranked firms for each individual lot.

Statements of Qualifications will be evaluated and ranked using the following criteria:

Section	Evaluation Criteria	Points
Section I.	Firm Qualifications and Experience	25
Section II.	Project Team Qualifications	20
Section III.	Relevant Government Experience	20
Section IV.	Technical Approach and Understanding	15
Section V.	Past Performance and References	10
Section VI.	Capacity and Availability	5
Section VII.	Local Knowledge and South Carolina Experience	5
	Total Points	**100**

The County intends to award by lot, firms will be evaluated separately for each lot as follows:

Lot 1 – Capital Improvement Planning

- Experience developing multi-year CIP programs
- Infrastructure planning
- Capital budgeting
- Project prioritization

Lot 2 – Fixed Asset Assessments

- Facility condition assessments
- Asset inventories

- Replacement reserve studies
- Asset management software experience

Lot 3 – Public Safety

- Law enforcement assessments
- EMS and Fire studies
- Detention operations
- Emergency communications
- Staffing analyses

Lot 4 – Department Improvement Plans

- Organizational assessments
- Process improvement
- Strategic planning
- Operational efficiency
- Performance measurement

Shortlisted firms may be invited to participate in one or more of the following:

- Interviews;
- Oral presentations;
- Technical discussions;
- Clarification of qualifications;
- Reference checks; and/or
- Requests for additional information.

The County reserves the right to establish separate shortlists for each lot and is under no obligation to shortlist the same firms across multiple service lots.

Upon completion of the evaluation process, Fairfield County may award one or more IDIQ contracts within each lot to those firms determined to be the most qualified and capable of providing the requested services. Multiple firms may be awarded within a single lot to ensure sufficient expertise, competition, and responsiveness for future Task Orders.

The County further reserves the right to:

- Award contracts to one, several, or no firms within any lot;
- Waive informalities or minor irregularities in submissions;
- Reject any or all Statements of Qualifications;

- Negotiate the scope, staffing, schedule, and fees for individual Task Orders with the selected consultant(s); and
- Issue Task Orders based on the consultant's qualifications, demonstrated expertise, availability, past performance, capacity, and the County's best interests.

Selection under this Request for Qualifications is qualifications-based. Pricing shall not be considered during the initial evaluation of qualifications. Compensation for individual projects will be negotiated with the selected consultant(s) prior to the issuance of a Task Order. If a mutually acceptable agreement cannot be reached, the County reserves the right to negotiate with the next highest-ranked qualified consultant within the applicable service lot.

SECTION IV. INFORMATION FOR OFFERORS TO SUBMIT- A. GENERAL

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015): You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications;; and any appropriate attachments addressed in Part XI. Attachment(s). You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

SUBMITTING REDACTED OFFERS (MAR 2015): If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

SECTION IV. INFORMATION FOR OFFERORS TO SUBMIT- B. SPECIAL

Information for Firms to Submit

To facilitate a uniform review process, Statements of Qualifications should include the following information:

1. Cover Letter

Include the project title, firm name, principal office address, and the name, title, telephone number, and email address of the individual authorized to represent the firm.

2. Firm Qualifications and Experience

Provide a narrative describing the firm's history, qualifications, and experience in the areas:

a. Local government consulting
b. Capital Improvement Planning
c. Asset Management
d. Facility Assessments
e. Strategic Planning
f. Public Safety Consulting
g. Organizational Development
h. Operational Assessments
i. Financial Analysis
j. Infrastructure Planning
k. Public Administration
l. South Carolina local government operations
m. Grant-funded projects (preferred)

Include the number of years the firm has been providing consulting services and a summary of comparable projects completed within the last five (5) years, for counties, municipalities, or other governmental agencies.

3. Project Team and Key Personnel by Lot

For each service lot for which the firm submits qualifications, the firm shall identify the proposed Project Manager and key personnel who will be assigned to Fairfield County projects. The submission shall include each individual's office location, professional licenses or certifications, areas of responsibility, and experience relevant to the specific service lot. Provide concise resumes highlighting each team member's qualifications, experience on comparable local government or public sector projects, and any specialized expertise applicable to the requested services.

5. References by Lot

For each service lot for which the firm submits qualifications, provide a minimum of three (3) references for comparable projects successfully completed within the past seven (7) years. References should demonstrate the firm's experience performing services similar in scope, complexity, and nature to those requested under the applicable service lot.

For each reference, include the following information:

- Client/Agency Name
- Project Title
- Brief Project Description and Scope of Services
- Project Location
- Contract Value (if available)
- Completion Date (or current status if ongoing)
- Client Contact Name and Title
- Telephone Number
- Email Address
- The firm's role and responsibilities on the project
- Key personnel assigned to the project who are proposed for Fairfield County

Fairfield County reserves the right to contact any reference provided, as well as other known client references, to verify the firm's qualifications, quality of work, project performance, responsiveness, and ability to successfully perform the requested services.

6. Additional Information

Include any additional information the firm believes demonstrates its qualifications, capabilities, innovation, or value to Fairfield County. The complete Statement of Qualifications shall not exceed twenty (20) pages, excluding the cover letter, table of contents, dividers, and resumes. Submissions exceeding the page limitation may be deemed non-responsive.

SECTION V. QUALIFICATIONS OF OFFERORS

To be considered for award under this Request for Qualifications (RFQ), each responding firm shall, at a minimum, submit a Statement of Qualifications demonstrating compliance with the requirements set forth herein. Failure to satisfy these minimum requirements may result in the Statement of Qualifications being deemed non-responsive.

1. **Legal Authority**

    - Be legally authorized to conduct business in the State of South Carolina and, if applicable, be properly licensed, registered, and in good standing with all applicable federal, state, and local regulatory agencies.

2. **Professional Qualifications**

    - Possess the professional expertise, technical capability, personnel, and resources necessary to successfully perform the services identified for each service lot for which qualifications are submitted.

3. **Government Experience**

    - Demonstrate a minimum of five (5) years of experience providing consulting services comparable in scope and complexity to the applicable service lot for counties, municipalities, state agencies, or other public sector entities.

4. **Relevant Project Experience**

    - Have successfully completed at least three (3) comparable projects within the past seven (7) years for each service lot submitted.

5. **Project Team**

    - Assign a qualified Project Manager and key personnel with demonstrated experience performing work similar to the services requested. The proposed Project Manager shall remain the primary point of contact throughout the duration of assigned Task Orders unless otherwise approved by the County.

6. **Financial Capacity**

    - Demonstrate sufficient financial stability and organizational capacity to successfully perform multiple Task Orders throughout the contract term.

7. **Insurance**

    - Be capable of obtaining and maintaining insurance coverage meeting Fairfield County's minimum insurance requirements throughout the contract term.

8. **Compliance**

    - Be in compliance with all applicable federal, state, and local laws, regulations, licensing requirements, and professional standards applicable to the services being provided.

9. **Litigation and Performance History**

    - Disclose any pending or concluded litigation, contract defaults, and terminations for cause, debarments, suspensions, or other matters that may affect the firm's ability to successfully perform the requested services within the past five (5) years.

10. **Task Order Capability**

    - Demonstrate the ability to respond promptly to Task Orders, manage multiple concurrent assignments, and complete projects within established schedules and budgets.

The County reserves the right to verify all qualifications, references, licenses, certifications, financial capability, and past performance prior to award. Fairfield County may reject any Statement of Qualifications if it determines that the firm does not possess the experience, capacity, integrity, financial resources, or technical qualifications necessary to satisfactorily perform the requested services.

SECTION VI. AWARD CRITERIA–QUALIFICATIONS-BASED SELECTION (QBS)

Selection of the most qualified Firm shall be based solely upon demonstrated competence, qualifications, experience, technical approach, and the ability to successfully perform the required services. **Cost or pricing information shall not be submitted with the Statement of Qualifications and will not be considered during the evaluation and ranking process.**

SELECTION PROCESS

Following evaluation of the Statements of Qualifications, Fairfield County will rank the firms in order of qualifications. The County evaluation committee shall evaluate submissions and rank at least three (3) from highest to lowest qualified.

During the solicitation and evaluation process, no proposer shall contact members of Fairfield County Council, County staff, or Administrative personnel regarding this solicitation except for the individual designated as the Procurement Contact in the RFQ. Violation of this requirement may result in disqualification.

The County also reserves the right to reject any or all submissions, waive informalities and technicalities, request additional information, and cancel or reissue this solicitation when determined to be in the best interest of the County.

Master Agreement and Task Authorizations

The County intends to execute a Master Professional Services Agreement with the highest-ranked qualified firm for a period five (5) years. The Master Agreement shall establish the general terms and conditions governing the relationship between the parties; however, it does not guarantee the award of any specific project or a minimum volume of work.

The selected consultant may assist Fairfield County in identifying and developing a project-specific scope of services. At Fairfield County's sole discretion, the County will review the proposed scope and negotiate a detailed fee proposal with the selected consultant. No scope of services or fee proposal shall be binding unless and until it has been negotiated and approved by Fairfield County.

Each authorized project shall be incorporated into the Master Agreement through a written Task Order or Work Authorization that defines the scope, schedule, deliverables, and negotiated compensation.

Right to Request Interviews

Fairfield County reserves the right to request oral presentations or interviews from one or more of the highest-ranked firms if additional information is needed to evaluate qualifications, project understanding, team organization, or the ability to successfully perform the anticipated services. Interviews, if conducted, shall become part of the overall

qualifications evaluation process.

Reserved Rights

Fairfield County reserves the right to:

- Reject any or all Statements of Qualifications;
- Waive minor informalities and technical irregularities in the solicitation or submission process;
- Request clarification or additional information from any respondent;
- Cancel, modify, or reissue this Request for Qualifications at any time if determined to be in the best interest of the County; and
- Negotiate with the highest-ranked qualified firm and, if necessary, terminate negotiations and proceed to the next highest-ranked firm.

SECTION VII. TERMS AND CONDITIONS – A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015) (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the County shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific County contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015) (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the County. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all County contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b)

Termination. This contract is voidable and subject to immediate termination by the County upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-

CONTRACT AWARDED PURSUANT TO CODE (MAR 2024): Any contract resulting from this solicitation is formed pursuant to the Fairfield County Purchasing Manal and South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available." [07-7A012-1]

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (MAY 2024)(a) Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your offer, as amended, (3) any statement reflecting the State's final acceptance (a/k/a "award"), and (4) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.(b) The terms and conditions of documents (1) through (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the State other than a purchase order, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed by the solicitation, the terms and conditions of all such documents and any purchase orders shall be void and of no effect.(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISPUTES (MAY 2024): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. The government does not consent to the jurisdiction of any judicial or administrative tribunals in any other state or to any forum of alternative dispute resolution. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at

the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-2]

EQUAL OPPORTUNITY (JAN 2006): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015): Any term or condition is void to the extent it requires the County to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (MAY 2024): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) ten days after deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the County shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-2]

OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023): (a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.(b) The County may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the County beyond what it would have been if the subcontract had contained such a

clause.(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the County may terminate the contract for default. [07-7A054-1]

PAYMENT & INTEREST: (a) The County shall pay the contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the County. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the County shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the County shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The County shall have all of its common law, equitable and statutory rights of set-off.

PUBLICITY: Contractor shall not publish any comments or quotes by County employees, or include the County in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the County. The County shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

SURVIVAL OF OBLIGATIONS: The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following

clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES: Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the County, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the County. It shall be solely the County's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the County to contractor, contractor shall be liable to the County for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIAR: This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER: The County does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

SECTION VII. TERMS AND CONDITIONS – B. SPECIAL

AFTER AWARD CONTRACTOR POINT OF CONTACT

FIRM POINT OF CONTACT:

Name: _____ Title: _____

Address: _____ State___, Zip_____ Email:_____

Phone: _____

BLANKET PURCHASE AGREEMENTS (NOV 2007):

(a) Pursuant to S.C. Regulation 19-445.2100(B), this purchase order establishes a blanket purchase agreement to facilitate filling repetitive needs for small quantities of miscellaneous supplies or services. Contractor shall furnish the supplies or services described herein in general terms, if and when requested by authorized personnel during the specified period and within the stipulated aggregate amount, if any. The County is obligated only to the extent of authorized calls actually placed against this blanket purchase agreement. Only those individuals expressly identified herein, by organizational component, and within any dollar limitations identified herein, may place calls under the agreement. Calls against this blanket purchase agreement generally will be made orally, except that informal correspondence may be used when ordering against agreements outside the local trade area. Written calls may be executed. Acceptance of supplies, services, or information technology shall be indicated by signature and date on the appropriate form by authorized personnel after verification and notation of any exceptions. This agreement shall be issued for a period of no longer than 12 months.

(b) All shipments under the agreement, except subscriptions and other charges for newspapers, magazines, or other periodicals, shall be accompanied by delivery tickets or sales slips which shall contain the following minimum information: (1) name of supplier; (2) blanket purchase agreement number; (3) date of call; (4) call number; (5) itemized list of supplies or services furnished; (6) quantity, unit price, and extension of each item less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information); and (7) date of delivery or shipment.

The State shall choose one of the following statements:

___ A summary invoice shall be submitted at least monthly or upon expiration of the blanket purchase agreement, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipted copies of the delivery tickets.

___ An itemized invoice shall be submitted at least monthly or upon expiration of the blanket purchase agreement, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Such invoices need not be supported by copies of delivery tickets.

___ When billing procedures provide for an individual invoice for each delivery, these invoices shall be accumulated provided that a consolidated payment will be made for each specified period; and the period of any discounts will commence on final date of billing period or on the date of receipt of invoices for all deliveries accepted during the billing period, whichever is later. This procedure should not be used if the accumulation of the individual invoices materially increases the administrative costs of this purchase method.

CHANGES (JAN 2006):

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

(e) time of performance (i.e., hours of the day, days of the week, etc.); or,

(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract. (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the County promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the County is prejudiced by the delay in notification. (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

(g) all contract modifications must be approved by the South Carolina Department of Commerce prior to execution.

COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.(b) Coverage shall be at least as broad as: (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.(2) Auto

Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. (c) The County, officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. (d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the County, officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it. (e) Prior to commencement of the work, the Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time. (f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the County immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced. (g) Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer. (h) Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. (i) The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.[07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006): 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 unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): The contractor shall provide and pay for all

materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

DEFAULT – SHORT FORM (FEB 2015): The County may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the county shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the county for any and all rights and remedies provided by law. If it is determined that the county improperly terminated this contract for default, such termination shall be deemed a termination for convenience. [07-7B080-2] The Contractor shall also purchase and maintain in a company or companies acceptable to the Owner, Worker's Compensation and Employer's Liability Insurance with minimum limits as shown below or as required by law, whichever is greater:

DISPOSAL OF PACKAGING (JAN 2006): Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-

ENVIRONMENTAL MANGEMENT: Vendor/Supplier/Contractor will be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable. Contractor shall also comply with all applicable environmental mitigation measures required by the SC Department of Commerce and US Department of Housing and Urban Development.

ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES (JAN 2006): The County may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

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.

LICENSES AND PERMITS (JAN 2006): During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the state, County, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

MATERIAL AND WORKMANSHIP (JAN 2006): Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most

suitable grade for the purpose intended. [07-7B120-1]

PARTIAL SHIPMENTS (JAN 2006): No partial shipments on any item will be accepted. [07-7B145-1]

RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work. (d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the County liquidated damages of $1,000 for each contact with a citizen or end user that violates this restriction.

SAFETY AND PROTECTION: Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on the Site or who may be affected by the Work, all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

SHIPPING / RISK OF LOSS (JAN 2006): F.O.B. Destination. Destination is the shipping dock of the County's designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

STORAGE OF MATERIALS (JAN 2006): Absent approval of the County, Contractor shall not store items on the premises of the County prior to the time set for installation. [07-7B235-1]

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009): If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a non-qualifying end product for a qualified end product. If you violate this provision, the County may terminate your contract for cause and you may be debarred. In addition, you shall pay to the County an amount equal to twice the difference between the price paid by the County and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)] [07-7B236-1]

TERMINATION: Subject to the provisions below, the contract may be terminated by the Director of Procurement 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.

THIS SECTION HAS BEEN LEFT BLANK INTENTIONALLY

SAMPLE MPSA

FAIRFIELD COUNTY COUNCIL
MASTER PROFESSIONAL SERVICE AGREEMENT (MPSA)
MPSA No. 20270722
COUNTY-WIDE PROFESSIONAL CONSULTING SERVICES
INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)

RECITALS

This Master Professional Services Agreement (Agreement) is entered into by and between Fairfield County, South Carolina (County) and the Consultant identified on the signature page. The Agreement establishes the general terms and conditions governing professional consulting services authorized through individual Task Orders. No minimum amount of work is guaranteed.

ARTICLE 1 – DEFINITIONS

Define County, Consultant, Agreement, Task Order, Services, Deliverables, Project Manager, Compensation, and Work Product.

ARTICLE 2 – TERM

Initial term of three (3) years with two (2) optional one-year renewals by mutual written agreement.

ARTICLE 3 – CONTRACT TYPE

This is a multiple-award IDIQ agreement. Award of this Agreement does not guarantee any Task Orders or compensation.

ARTICLE 4 – SCOPE OF SERVICES

Consultant shall provide services only within awarded service lots and as authorized by executed Task Orders. The RFQ scope is incorporated by reference.

ARTICLE 5 – TASK ORDERS

Each Task Order shall identify scope, schedule, deliverables, compensation, department, not-to-exceed amount, and special conditions. No work may begin without an executed Task Order.

ARTICLE 6 – CONSULTANT RESPONSIBILITIES

Perform services in accordance with accepted professional standards; provide qualified personnel; comply with laws; maintain licenses and insurance; submit reports as requested.

ARTICLE 7 – COUNTY RESPONSIBILITIES

Provide available information, designate a Project Manager, review deliverables, and process payments subject to appropriation.

ARTICLE 8 – COMPENSATION

Compensation shall be negotiated for each Task Order and may be lump sum, hourly, unit price, or time-and-materials with a not-to-exceed amount.

ARTICLE 9 – CHANGES

Task Orders may be modified only by written amendment executed by both parties.

ARTICLE 10 – PERFORMANCE STANDARDS

County may evaluate performance based on quality, schedule, responsiveness, communication, documentation, and compliance.

ARTICLE 11 – INDEPENDENT CONTRACTOR

Consultant is an independent contractor.

ARTICLE 12 – NON-APPROPRIATION

County obligations are subject to annual appropriation of funds.

ARTICLE 13 – INSURANCE

Maintain Commercial General Liability, Automobile Liability, Workers' Compensation, and Professional Liability coverage.

ARTICLE 14 – INDEMNIFICATION

Consultant shall indemnify the County to the extent permitted by South Carolina law for negligent acts or omissions.

ARTICLE 15 – OWNERSHIP OF WORK PRODUCT

Upon payment, work products become County property except Consultant's pre-existing proprietary tools, for which the County receives a perpetual license.

ARTICLE 16 – CONFIDENTIALITY AND FOIA

Consultant shall protect confidential information and acknowledge the South Carolina Freedom of Information Act.

ARTICLE 17 – CYBERSECURITY

Protect County information and promptly report data breaches.

ARTICLE 18 – RECORD RETENTION AND AUDIT

Maintain records for at least five years and provide audit access.

ARTICLE 19 – CONFLICTS OF INTEREST AND ETHICS

Disclose conflicts and comply with the South Carolina Procurement Code and Ethics Act.

ARTICLE 20 – SUBCONSULTANTS

Require prior County approval for subcontractors.

ARTICLE 21 – WARRANTY OF PROFESSIONAL SERVICES

Services shall meet the standard of care ordinarily exercised by similarly situated professionals.

ARTICLE 22 – SUSPENSION, TERMINATION, FORCE MAJEURE, ASSIGNMENT, DISPUTE RESOLUTION, GOVERNING LAW

County may suspend or terminate for convenience or default; assignment requires approval; South Carolina law governs; venue in Fairfield County.

ARTICLE 23 – NO GUARANTEE OF WORK

Execution of this Agreement does not guarantee issuance of Task Orders.

EXHIBITS

Exhibit A – Awarded Service Lot(s)

Exhibit B – Sample Task Order

Exhibit C – Insurance Requirements

Exhibit D – Fee Schedule

Exhibit E – Consultant Performance Evaluation

Exhibit F – Task Order Amendment

Exhibit G – Confidentiality Agreement

Exhibit H – Federal Grant Provisions

Exhibit I – Cybersecurity Requirements

Exhibit J – Invoice Requirements

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the XX day of __, 2026.

_____	**Fairfield County Council**
(CONTRACTOR)	(OWNER)
BY:_____	BY:_____
	Vic Carpenter, County Administrator
NAME:_____	
TITLE:_____	
Date:_____	Date:_____
Attest:_____	Attest:_____

SECTION VIII ATTACHMENTS

Attachment I. Vendor Questionnaire

Attachment II. Fairfield County Vendor Application

- W9 (Submitted by Vendor)
- 1099 (Submitted by Vendor)
- Certificate of Insurance (Submitted by Vendor)

Attachment III. Certificate of Familiarity and Non-Collusion Form

Attachment IV. Fairfield County Business Registration Application – Awarded vendors must completed registration within ten (10) business days after award notification is issued.

COUNTY-WIDE PROFESSIONAL CONSULTING SERVICES

VENDOR QUESTIONNAIRE

1.1 Authorized Person(s)*

Please provide the following information for each person(s) authorized to submit a response on behalf of your organization:

Name_____

Title_____

Phone Number _____

Email Address_____

***Response required**

1.2 Instructions Regarding Offeror's Name*

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror as provided with this solicitation. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

☐ Please confirm by checking the box.

***Response required**

1.3 Official Business Name and Address (as shown on W9)*

Provide official business address to which all Procurement and Contract related documents should be sent. Please also include your W9 with wet signature.

***Response required**

1.4 Remit To Address (only if different from Official Address)*

Provide address to which payment shall be sent.

_____

If address is the "Same" as the Official Address - "Enter "SAME".

***Response required**

1.5 Resulting Contract *

Every resulting contract is subject to all terms of the County Procurement Code including limitations as to duration, rights of the County to terminate and means of dispute resolution. No vendor terms take precedence over the solicitation and Procurement Code.

☐ Please confirm by checking the box.

***Response required**

1.6 Qualification of Offeror*

To be considered responsible, responsive and eligible to negotiate and enter into a contract, if any, the Offeror shall, at a minimum, meet the qualifications as provided for in this solicitation document.

☐ Please confirm by checking the box.

***Response required**

1.7 Offeror Acknowledgement*

By submitting a response to this solicitation, the Offeror certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, supplies, or equipment, and is in all respect fair and without collusion and fraud. The Offeror agrees to abide by all conditions of this bid and certify that they are authorized to sign this bid for the bidder.

If accepted and awarded, this Offer shall serve as the Official Contract between the Offeror and Fairfield County. A Purchase Order issued by Fairfield County shall constitute the initial start of this Offer/Contract.

☐ Please confirm by checking the box.

***Response required**

1.8 Disbarment or Suspension*

Please indicate if your Company has ever been disbarred or suspended from conducting business in South Carolina by any federal, state, or local agencies.

☐ Yes

☐ No

***Response required**

1.9 Litigation**

The Offeror must make a statement as to any litigation to which the Offeror has been a party in during the last three (3) years. If there has been no limigation, please type "N/A".

_____

***Response required**

1.10 Insurance requirements*

The following insurance requirements are mandatory. Contractor must upload their Certificate of Liability Insurance.

A. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

$500,000 Each Accident

$500,000 Disease - Each Employee

$500,000 Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

$2,000,000 General Aggregate

$2,000,000 Products/Completed Operations Aggregate

$1,000,000 Each Occurrence

$ 5,000 Medical Payments

C. COMMERCIAL AUTOMOBILE LIABILITY

$1,000,000 Combined Single Limit - Any Auto

☐ Please confirm by checking the box.

***Response required**

Vendor Application

The Vendor Application are not accepted directly from vendors. The application and a W-9 must be submitted internally through a Fairfield County Department Employee to Purchasing@fairfield.sc.gov.

Vendor General Information		
Company Name	**What service will be rendered?**	
Select Business Type: Corporation Sole Proprietorship LLC Partnership	**Are you required to file 1099?** Yes, include for current year. No	
Company Address		
City	**State**	**Zip**
Webpage:	**Have you done business with the County? ___Yes, or No____ if yes, Were service/ goods rendered within the current year? ____ Yes, or**	
Remittance Information		
Remittance Address		
City	**State**	**Zip**
Company Phone Number	**Webpage**	**Fax**
SSN or FEIN	**Business License**	**State Received**
Email Purchase Order to the follow:		
Company Contacts		
Contact No. 1 Name	**Email**	
Contact No. 2 Name	**Email**	
Contact No. 3 Name	**Email**	
The vendor must include a W-9 form. If you are unsure how to complete the W-9 for instructions go to the www.IRS.gov website for guidance.		

Important Vendor Information Regarding During Business with the Fairfield County Council

Invoicing: The County operates on a Net 30 payment schedule. **Delivery Conditions:** All shipments are to be made Freight On Board (FOB) Destination, freight prepaid, to receiving point at, Fairfield County Council, 250 N. Walnut Street, Winnsboro, SC, 29180, unless otherwise indicated on the purchase order. **Taxes:** The County is required to pay South Carolina sales taxes. However, sales taxes are not paid on labor services. **Purchase Order Required**: An executed purchase order constitutes a binding contract between the County and Vendor. Vendors are cautioned not to accept verbal orders without receiving a printed purchase order from the person placing the order.

_____ _____

Printed Name of Authorized Person to Sign the Application Title

_____ _____

Signature of Authorized Person to Sign the Application, Date

CERTIFICATE OF FAMILIARITY AND NON-COLLUSION

The undersigned, having fully familiarized him with the information contained within this entire solicitation and applicable amendments, submits the attached proposal and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal. I further certify that this proposal is good for a period of sixty (60) days, unless otherwise stated.

Company Name (as registered with the IRS)	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Date	Phone # Fax #
E-mail Address	Mobile Phone #

SC BUSINESS LICENSE #_____

Remittance Address	
City, State, Zip	
Phone #	Toll-Free Phone #, if available
Federal Tax ID Number	SC Sales and Use Tax Number