

## **Request for Proposal**

### **Aerial Photography Services**

Request for Proposal ("RFP"):

RFP Title: No. FY17-1117 Aerial Photography Services

RFP Publication:

As follows:

- 11/03/2016<http://www.orangeburgcounty.org/>
- 11/03/2016 Basement bulletin board, Admin. Centre

RFP Composition: RFP No. FY17-1117 is composed of the following:

- Title and Summary pages
- Code Articles 1 through 5 and 7
- Scope of Work
- Certified Proposal Cost Sheet
- Vendor Qualifications and Information
- Evaluation Criteria
- Certification of No Exceptions
- Acknowledgement of RFP Amendments Form
- Sample Contract-Orangeburg County

RFP Amendments: If any, will be published/posted on the following:

- <http://www.orangeburgcounty.org/>
- SCBO Newspapers

Basement Floor Administrative Centre, Procurement

Contracting Entity: Orangeburg County  
1437 Amelia Street N.E.  
Orangeburg SC 29115

Procurement Coordinator: Procurement Director Jannella Shuler:  
Orangeburg County Procurement Office  
1437 Amelia St. ("Administrative Center")  
Orangeburg SC 29115  
(803) 533-6121 Office phone number  
(803) 535-2307 Office fax number  
[jshuler@orangeburgcounty.org](mailto:jshuler@orangeburgcounty.org)

Pre-Submission of Proposals Requirements: **None**

Questions: If Proposers have questions, same shall be directed to  
Procurement Director  
Mode of Communication  
Via e-mail only-jshuler@orangeburgcounty.org  
No later than November 9, 2016 by, 2:00 p.m.

Proposals:

Submission Composition:

Each submitted proposal is required to be composed of the following, including fully completed and executed forms:

- Code and Articles Form
- Certified Proposal Price Worksheet
- Certification of No Exceptions
- Vendor Qualifications Responses
- Certification of Preference(s)
- Acknowledgment of RFP Amendments Form
- Bid Security – See page 4

Submission Deadline: November 17, 2016 @ 2:00 P.M.

Submission Location: Administrative Centre, Basement Floor Procurement Office

Opening Time: November 17, 2016 @ 2:00 P.M.

Opening Location: Administrative Centre, Basement Floor, Procurement Office

Special Conditions Intent/Award/Contract:

Only names of proposers read aloud  
No Late Bids

## Code and Articles

RFP No.FY17-1117 Aerial Photography Services

### Incorporation by Reference.

Articles 1 through 5 and 7 of the Code are incorporated by reference as if set forth verbatim in this RFP. As stated in the Code, by submitting a proposal, the vendor agrees that the Code governs this procurement from solicitation through completion of the resulting contract, including disputes, if any.

ACCESS TO CODE. On November 16, 2009, Orangeburg County Council, the governing body of Orangeburg County, repealed all aspects of its procurement policy and enacted the **Orangeburg County Procurement Code** (the "Code"). The Code may be accessed online without charge at

<http://www.orangeburgcounty.org/Purchasing/code.html> In addition; a copy of the Code is available for review without charge at the Office of the Procurement Director. If neither of those options meets your needs, a hard-copy of the Code is also available for purchase at the Office of the Procurement Director.<http://www.orangeburgcounty.org/> or

### Method of Source Selection.

The source selection method applicable to this procurement is Competitive Sealed Proposals, §5-304 of the Code. The undersigned vendor understands and agrees to be bound to the Code in all matters arising from the RFP identified above.

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Printed Vendor Name

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Signature of Vendor's Authorized Agent

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Printed Name of Vendor's Authorized Agent

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Title with Vendor of Vendor's Authorized Agent Scope

**Bid Security**

Each bid must be accompanied by a Bid Bond acceptable to the County. Bid Bonds must be issued by a corporate surety registered and authorized to do business in the State of South Carolina. Bid Bonds shall be payable to the County, shall be at least five (5) percent of the total amount of the bid and shall serve as guarantee deposit that the bid will be carried out to the complete satisfaction of the County.

**Payment and Performance Security** – Required only for the Awarded bidder

The successful bidder shall provide Performance and Payment Bonds, in a form satisfactory to the County in the following amounts no later than at the time of execution of the contract.

Payment Bond:	100% of the total amount of the Contract
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Performance Bond:	100 % of the total amount of the Contract
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## INTRODUCTION & SCOPE OF WORK/SPECIFICATIONS

### I. INTRODUCTION

It is the intent of Orangeburg County to solicit competitive sealed proposals from qualified proposers with the ability to obtain digital orthophoto imagery to support Orangeburg County mapping projects in accordance with the attached specifications and timeline. Contractor must have proof of a license to practice photogrammetric surveying in South Carolina. A statement must be included in the proposal indicating that all work will be performed in the United States of America.

Optional Items (Section VI):

1. If the natural color orthoimagery will be collected with a camera capable of collecting 4-band orthoimagery, specify in Section VI "Optional Items" what the cost would be for the delivery of 4-band orthoimagery instead of 3-band imagery.
  2. Building Footprint Mapping. Specify in Section VI "Optional Items" the cost for the mapping of building footprints that are located within the County and areas referenced by the grid located in Attachment D. There are an estimated 55,000 structures within this area.
- Project duration will be specified in Section V. The County's standard contract form will be used. For the purpose of this proposal, the total number of orthophotos shall be **1,449 at a scale of 1": 200'**. The project area comprises the County as well designated areas outside of the County. The coverage area is shown on the map in Attachment C.
  - The coverage areas are shown in Attachments C and D.

Any contractual modifications to these specifications and/or any deviation from these specifications (unless specifically authorized in writing by the contracting officer or an authorized representative thereof), shall be sufficient cause for rejection of any part or all of the work performed.

The County will maintain GIS capability using mapping software compatible with the state-mapping program. All deliverables shall be compatible and operational within the County's current system, and shall be deemed unacceptable until compatibility is assured.

The County is also anxious to consider new technology that would provide cost effective alternative methods for obtaining comparable output products and accuracies.

## II. PROJECT PROCEDURES AND REQUIREMENTS

A. GENERAL. For the purpose of this project, a digital orthoimage is a digital image, which has the properties of an orthographic projection. It is developed from a vertically oriented perspective aerial image by differential rectification so that the image displacements caused by camera tilt and terrain relief are removed. Imagery rectified from oblique imagery will not be acceptable for this project. Digital cameras must be used for this project. The raw digital image file must be digitally rectified to an orthographic projection by processing each image pixel through the appropriate photogrammetric equations. This process requires as input, control information from airborne GPS-Inertial Measurement Unit (IMU) integrated system, supplemental control points, camera orientation parameters; and a Digital Terrain Model (DTM) or a Digital Elevation Model (DEM). To avoid confusion, the following definitions will apply:

1. Airborne GPS-IMU integrated system: Camera position (latitude, longitude, and elevation) shall be recorded at the instant of exposure with airborne GPS. Airborne GPS data shall be differentially corrected and organized as individual data sets grouped by corresponding flight line. The IMU will allow the GPS unit to operate in the event GPS-signals are unavailable. The Contractor shall produce a statistical report summarizing the results of the airborne GPS adjustment.

2. Digital Terrain Model (DTM) - a rigorous data model which incorporates mass elevation points, spot elevations and breaklines at significant terrain breaks at a density level sufficient to support planimetric mapping and contour generation. In this case planimetric mapping accuracy must be 4 feet RMSE or better (based on ASPRS Standard for Large Scale Mapping). The testing of the geospatial positional accuracy will conform to the NSDI Geospatial Positioning Accuracy Standards, Section 3.2 Table Part 3: Standards for Spatial Data Accuracy (FGDC-STD-007.3-1998).

3. Digital Elevation Model (DEM) - a less rigorous data model to be used for the purpose of creating a digital orthoimage which will support planimetric mapping accuracy of 4 feet RMSE or better (based on ASPRS Standard for Large Scale Mapping) when compared to image identifiable ground control points.

4. Supplemental Control Points. It shall be the responsibility of the Contractor to specify where image identifiable control points will be required. Upon request, the South Carolina Geodetic Survey could supply the coordinates and ground based photography to make identification possible for these points in the digital imagery.

Horizontal reference for the project will be **NAD 1983/2011**, S.C. Single Zone State Plane Coordinate System Zone 3900. Vertical reference shall be NAVD 1988. Units for the imagery will include the **International Foot** (1 foot

= 0.3048 meters "exactly") for the horizontal coordinates and the U.S Survey foot for the vertical.

#### C. AERIAL PHOTOGRAPHY.

1. Conditions during Photography. It shall be the responsibility of the Contractor to obtain snow-free and leaf-free aerial photography when the sun is 30 degrees or more above the horizon for 3 or more hours. The end date for collection of imagery will be March 15. Photography shall be undertaken when:

1. skies are clear, free from excessive smoke or haze, and well-defined images can be resolved.
2. ground conditions are free of snow, ice, and excessive soil moisture. Rivers and streams are within their normal banks.

2. Digital Camera. A modern digital aerial camera with a certified manufacturer's calibration is required for the purpose of this project. The digital camera performance, resolution, calibration and metric accuracy must meet or exceed the mapping specifications as stated for 6-inch focal length precision aerial film cameras.

3. Flight Lines. The orientation of flight lines is left up to the contractor. Mosaicking portions of multiple images to create a single digital orthoimage covering 10,000' by 10,000' on the ground will be permitted, particularly if building lean can be eliminated. All proposals shall include a flight line layout. It is realized that sheet centered imagery may not be economically realized or in the State's best interest when utilizing a digital camera, however, the final product obtained from digital camera imagery must be free of any distortions or inaccuracies

4. The flying altitude shall be determined to obtain 1.0 foot resolution directly from the image for imagery at a scale of 1"= 400', 0.5 foot resolution directly from the image for imagery at a scale of 1"= 200', and 0.25 foot resolution directly from the image for imagery at a scale of 1"= 100'.

5. Side Overlap will be at least/at a minimum 30% for 1.0 foot resolution.

6. Side Overlap will be at least/at a minimum 40% for 0.5 foot resolution.

6. Re-flights. All re-flights will be at the expense of the Contractor.

#### D. ANALYTICAL AERIAL TRIANGULATION

Digital Aerial Triangulation (DAT) and/or softcopy methods capable of producing precise data for analytical triangulation shall be used to densify the control solution. Direct geo-referencing is not allowed as a substitute for a fully adjusted AT solution. Either methodology will be completed, verified and sealed by a licensed South Carolina Photogrammetric Surveyor. Upon request, a copy of the sealed report supplied to SCGS for inspection.



#### E. DTM/DEM DEVELOPMENT.

Vertical accuracy of the DTM/DEM shall be sufficient to obtain the required vertical and horizontal accuracies of the final deliverable products. The DTM/DEM shall have a combination of the following - points spaced at regular intervals along a grid; points of significant high or low elevation; and breaklines at significant terrain breaks. It is understood that density of points and the distribution and extent of breaklines is very dependent upon local terrain variations; however, it is requested that each proposal include a basic recommended procedure (minimum grid spacing and standard breaklines features) upon which the project will most likely be based. The following list details the order of preference:

1. The DTM/DEM may be derived from photogrammetric or LiDARgrammetric approaches. If a photogrammetric approach is utilized the DTM/DEM shall be captured by an experienced instrument operator using fully analytical optical photogrammetric stereo plotters and/or softcopy instrumentation and techniques capable of achieving required accuracies. If a LiDARgrammetric approach is utilized the source data and processing techniques must be commensurate with the required accuracies. Each proposal shall include the specific equipment to be utilized in DTM/DEM capture as well as resumes of specific instrument operators to be assigned to the project (not simply a list of all equipment and all personnel).

2. A previously derived DTM/DEM accurate enough to meet required planimetric accuracy.

3. A DTM/DEM captured wholly or in part from autocorrelation may be utilized for this project; however, the contractor will provide a written and sealed statement by a licensed South Carolina Photogrammetric Surveyor attesting to the accuracy of the DTM/DEM.

#### F. RECTIFICATION.

1. The rectification process shall involve the solution of the appropriate photogrammetric equations for each pixel in the output image. It will not be permissible to solve photogrammetric equations at anchor points and then warp the content of the original image between the anchor points.

2. The interpolation (or resampling) of intensity values from the input image to the output image shall be accomplished using the cubic convolution algorithm or equivalent - use of nearest neighbor will not be acceptable.

#### G. IMAGE QUALITY/RADIOMETRY.

1. Two hundred and fifty-six (256) tonal levels ranging from 0 (black) to 255 (white) of image brightness shall be represented. All intermediate values shall represent continuous tone varying uniformly from black to white. There shall be no areas of an orthophoto where the process

was incomplete due to image gaps or lack of data.

2. Image quality of the finished digital orthophoto shall be consistent with the requirements in Section II.C.4.

3. All digital orthophotos shall be radiometrically adjusted as necessary so that adjacent digital orthophotos can be displayed simultaneously without an obvious visual edge seam between them. Localized adjustments of the brightness values shall be performed to minimize tonal differences between the join areas. For this adjustment, the orthophoto judged by visual inspection to have the better contrast shall be used as the reference orthophoto. Localized brightness values of the adjacent orthophoto shall be adjusted to that of the reference orthophoto. When possible and feasible, the area adjusted should be bounded by a tonal break ground feature such as a road, field line, shadow line, etc. The radiometric adjustment should not compromise the accuracy, clarity or resolution of the orthophoto.

4. Prior to undertaking full digital orthophoto production, the Contractor shall furnish the SCGS and the County with sample digital images at all scales/spatial resolutions to evaluate and accept as examples of overall image quality. The County will select one image each that will become the standard to which all subsequent digital orthophotos will be compared for acceptance/rejection relative to image quality.

#### H. AREAL COVERAGE.

The geographic extent of each digital orthophoto shall be as follows:

1"=400' scale	10,000' X 10,000'
1"=200' scale	5,000' X 5,000'
1"=100' scale	2,500' X 2,500'

Approximate locations of mapping are included on the attached index map of the County. The grid defined tiles will cover the entire county and beyond as needed to achieve **full tile coverage**. The digital orthophoto shall contain only the neat image area of the corresponding map unit and there shall be no image overlap between digital orthophotos.

### III. DELIVERABLE PRODUCT SPECIFICATIONS

Digital Orthoimages. Digital orthoimages will be delivered to the South Carolina Geodetic Survey for quality control. They shall be delivered on external USB hard drive. The contractor will be responsible for paying the shipping costs to and from the SCGS office. Two final sets of rectified digital orthoimages will be delivered to Orangeburg County on external hard drives in .tif image format with .tfw header. Additional header information will be included in accordance with state standards (see attachment A).

DEM/DTM's. In addition to the image (.tif) and world (.tfw) files, each

orthophoto delivery shall include the appropriate DEM/DTM file in .dxf or .shp format labeled with the same file name/number as the corresponding orthophoto.

#### **IV. OWNERSHIP OF MATERIALS**

All materials produced as a result of this project including, but not limited to, aerotriangulation data, terrain and elevation models, control photographs, orthophotography, and building footprints (jointly referred to as "Deliverable Products") shall become the property of the County. The County may request that the Contractor store these materials at the Contractor's facility at no charge; however, any and all materials shall be returned to the County upon written request.

#### **V. PROJECT SCHEDULE**

A.	RFP sent to Contractors	November 3, 2016
B.	Written Questions due	November 9, 2016
C.	Proposals due	November 17, 2016
D.	Contractor selection	November 17, 2016
E.	Project completion	18 months from collection of photography

#### **VI. OPTIONAL ITEMS**

Orthophotography collected with a 4-band camera.  
Building Footprint Mapping

**VII.****Certified Proposal Costs Sheet**

Contractors will submit cost breakdowns for professional services on the project as described in the specifications. If alternative proposals are submitted, Contractors are asked to use a similar cost breakdown. For purposes of this proposal, the total number of orthophotos will be **1,449** at a scale of 1": 200'.

PROJECT PHASE	COST
RECOVER & TARGET EXISTING CONTROL (_____) number of points	\$ _____
COLLECTION OF PHOTO IDENTIFIABLE POINTS (_____) number of points	\$ _____
AERIAL PHOTOGRAPHY	\$ _____
ANALYTICAL AEROTRIANGULATION	\$ _____
DTM/DEM CAPTURE	\$ _____
ORTHO RECTIFICATION & FILE GENERATION	\$ _____
Total Project Cost	
Collection and delivery of 4-Band (Optional Costs)	\$ _____
Mapping delivery of building footprints (Optional Costs)	\$ _____
Total (Optional Costs)	\$ _____

Certified Costs Sheet (Con't)

Vendor proposes to perform the Scope of Work within \_\_\_\_\_ number of days

By signature below, the submitting vendor certifies the foregoing proposal in the following respects: proposal prices are firm for a minimum of 90 days from the date of opening; this proposal is made without prior understanding, agreement, or connection with any other submitting vendor; and this proposal is in all respects fair and without collusion or fraud.

\_\_\_\_\_  
Printed Vendor Name

\_\_\_\_\_  
Signature of Vendor's Authorized Agent

Date\_\_\_\_\_

\_\_\_\_\_  
Printed Name of Vendor's Authorized Agent

\_\_\_\_\_  
Title with Vendor of Vendor's Authorized Agent

## Attachment A

### S. C. County Digital Orthophoto Projects

#### Header Record Format

The digital image shall be archived on a suitable storage media with informational records appended to the **TFW** file. The informational shall be written in **ASCII** nomenclature in the .tfw file. Each ITEM of information shall occupy a separate line(s).

#### REQUIRED INFORMATION:

<u>ITEM</u>	<u>ABBREVIATION</u>	<u>EXAMPLE</u>
A. County Name & State	LOCATION =	XXXXXX COUNTY,SC
B. Name of firm producing the data	PROD BY =	Amblypia, Inc.
C. Coordinate system	COORD SYS =	S.C. STATE PLANE
D. Datum	DATUM =	NAD 1983/2011
E. Unit of measure	UNITS =	International Foot
F. Date of aerial photography	PHOTODATE =	03/06/15
G. Aerial camera type	CAMERA =	Wild RC-30
photography (RF)	NEG SCALE =	1:24,000
H. Final output pixel resolution	PXL RES =	1 foot
I. Horizontal accuracy (i.e. meets National Standards of Map Accuracy at this HZ scale)	HZ ACCURACY =	1:4,800
J. Source and Vertical accuracy of DEM	DEM =	*

## Attachment B

### South Carolina County Digital Orthophoto Projects

#### File Naming Convention

The 1"=400' scale digital orthophotos shall be named using the most significant digits of the southwest corner coordinates arranged in XyXy order. The millions digit of the X value is not used. For example:

x = 1234567

y = 890123

XyXy = 2839

Orthophoto Name = **2839.tif** and **2839.tfw**

The 1"=100' and 1"=200' scale digital orthophotos shall be named the same as the 1"=400' orthophoto which is falls within followed by a dash and a suffix indicating its location within the 400 scale image. For example:

100 Scale name for southeast image = **2839-20.tif** and **2839-20.tfw**

200 Scale name for southwest image = **2839-03.tif** and **2839-03.tfw**

#### 1"=100' Scale File Suffix

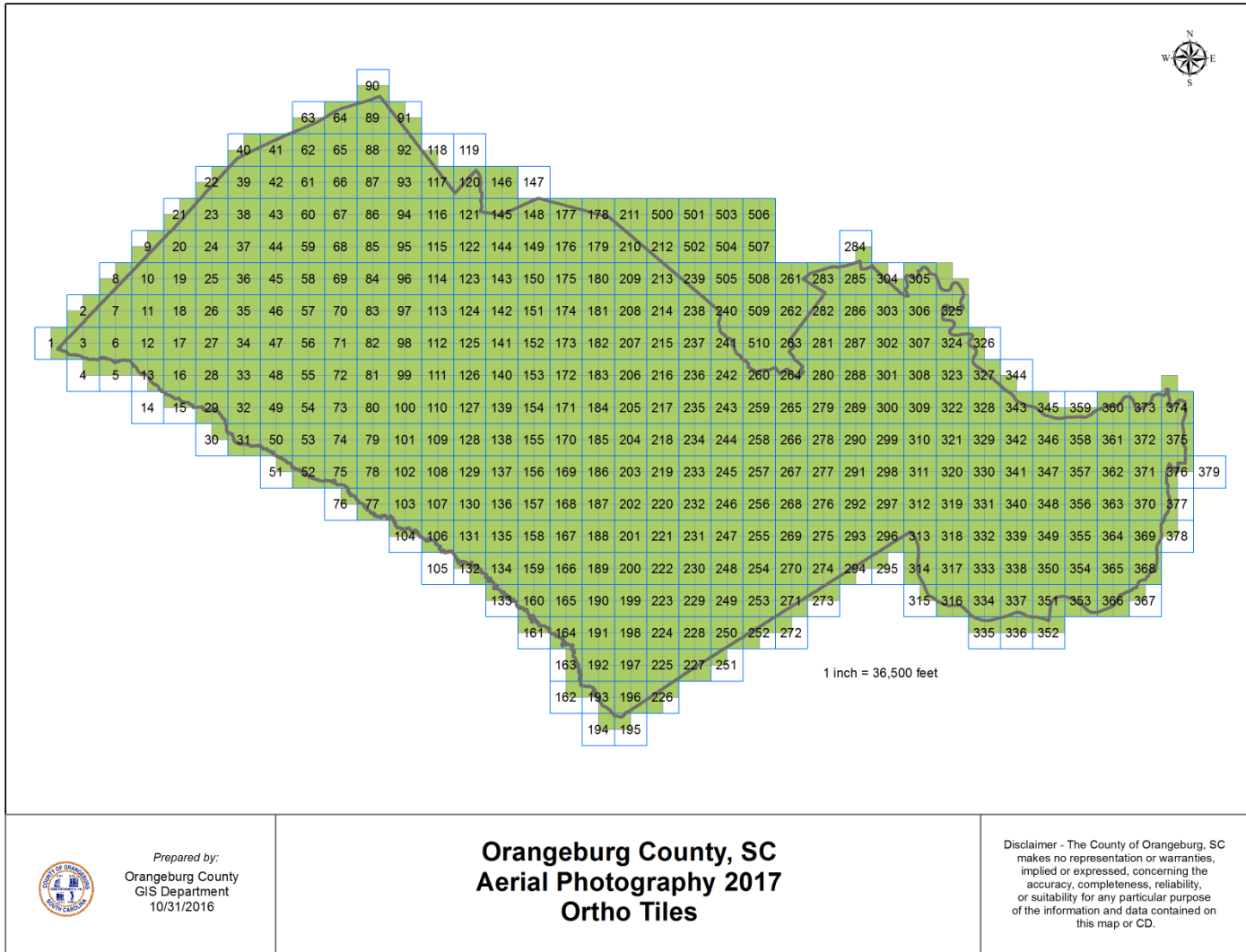
05	06	07	08
09	10	11	12
13	14	15	16
17	18	19	20

#### 1"=200' Scale File Suffix

01	02
03	04

## Attachment C.

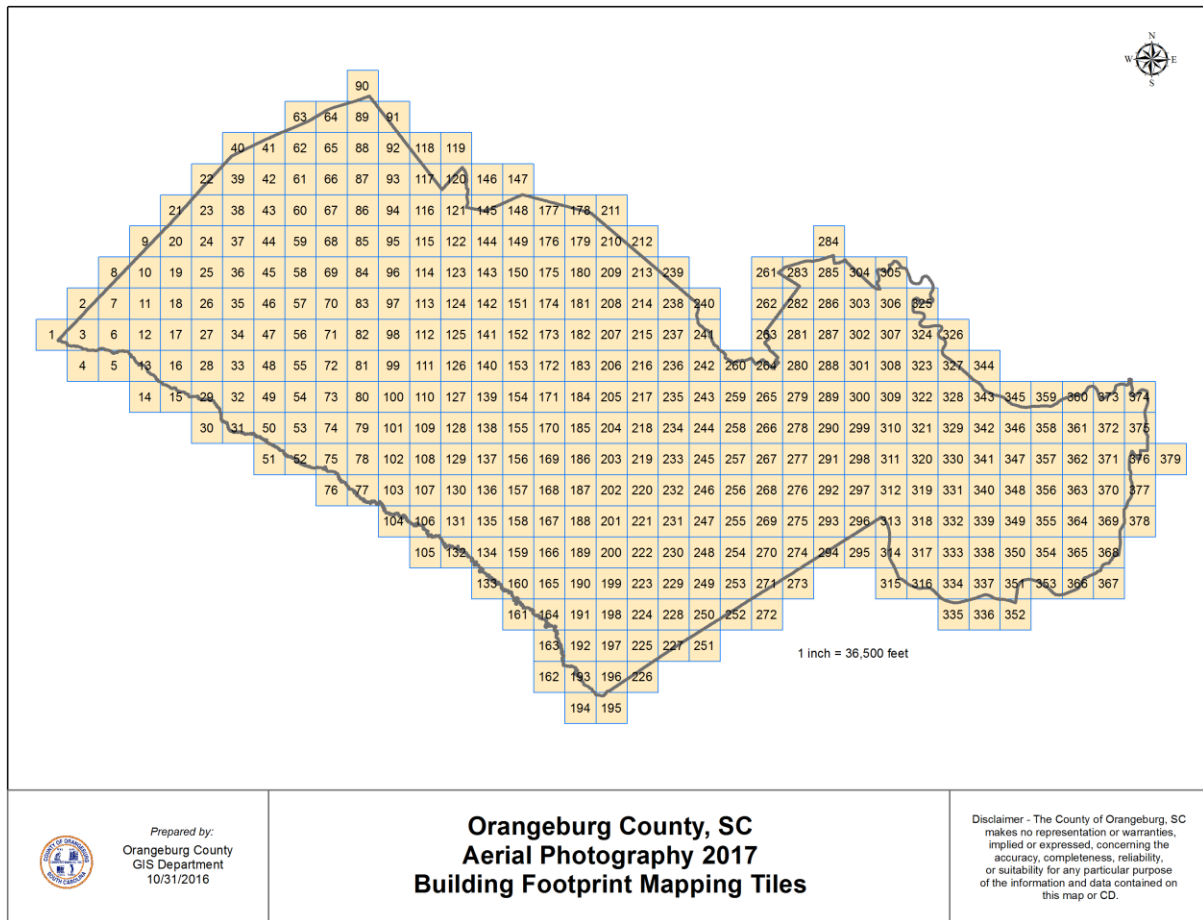
### Orthophotography Coverage Area Tiles





## Attachment D.

### Building Footprint Coverage Area Tiles



## Vendor Qualifications and Information

### RFP No. FY17-1117 Aerial Photography

Vendor shall provide with its proposal, the following which should be collated, fastened together and clearly labeled "Vendor's Certification of Qualifications and Information for RFP No. FY17-1117:

1. Documentation of vendor's general comparative experience(s) to demonstrate vendor has a minimum of three (3) years of aerial photography and contractor in aerial photography experience providing full, on-site operation. The minimum general comparative experience for this procurement is the successful completion of three (3) years of experience. All three (3) years do not have to be with the same client: vendor may accumulate the three (3) year minimum from vendor's service to aerial photography.
2. Documentation of vendor's specific comparative experience(s) to demonstrate that vendor has a minimum of one successfully completed, one-year period of being the exclusive provider of scope of work requirements. The minimum specific comparative experience required for this procurement is one successfully completed, one-year period of being the exclusive provider of aerial photography. The description of vendor's experience(s) should highlight whatever parallels vendor believes exist between the procurement described in RFP No. FY17-1117 and vendor's actual experience(s).
3. Documentation of a contractual relationship between vendor and a client for a current or recent design build services contract pursuant to which vendor has been the exclusive provider. One-year period. Please limit documentation to no more than five (5) contracts.
4. Three positive client references.
5. Documentation of the qualifications of vendor's proposed staff.
6. Vendor's current organizational chart and a description of the general history of the vendor.

7. Documentation of the vendor's financial stability, such as a copy of its most recent annual report
8. A description of any litigation within the last 10 years to which vendor has been a party
9. Certificate of Insurance showing Workmen's Compensation Coverage and all other relevant insurance coverage's

## Evaluation Criteria

### RFP No. FY17-1117 Aerial Photography Services

If the County decides to go forward with the procurement, the award shall be made to the vendor whose proposal the County determines to be the most advantageous to the County taking into consideration the evaluation factors stated in this section. The evaluation shall be based in part on the County's review and/or verification of the Vendor Qualifications Responses. The factors to be considered in evaluating proposals are as follows, and are list in order of relative importance:

Demonstrated compliance and responses with the Scope of Work and Specifications requirements;

Ability to meet project schedule

Vendor qualifications;

Proposal Costs;

Proximity to County

Other factors, if any,

The method of selection, Competitive Seal Proposals, does not require a numerical weighting for each factor. See Code §5-304.7.

## Certification of No Exceptions

RFP No. FY17-1117 Aerial Photography

The Code requires vendors to give written notice with a submission if vendor will not accept a term of the RFP and the incorporated Code as a contract term. See Code §4-302. In connection with that requirement, a vendor must complete this certification and include it in its submission. Vendor certifies the following regarding its proposal(s):

1. Vendor AGREES to all of the terms of the RFP (including the incorporated Code terms) and takes NO EXCEPTIONS: Yes \_\_\_ No\_\_\_

2. Vendor does NOT AGREE to all of the terms of the RFP (including the incorporated Code terms), and a COMPLETE LIST OF VENDOR'S EXCEPTIONS to same are listed and described below:

\_\_\_ Yes \_\_\_ No

Identification

Of Excepted Vendor's

Term Description of vendor's substituted term Initials

Exception 1:

Exception 2:

Exception 3:

Exception 4:

Exception 5:

\_\_\_\_\_The undersigned vendor hereby certifies that the above-listed exceptions comprise the only \_\_\_\_\_exceptions vendor has to the RFP (including the incorporated Code terms). The undersigned vendor understands and agrees that if it is the successful vendor, its attempt to claim any exceptions other than those listed above, shall result in the County having the right to claim the bid security bond, retract the intent to award or award, award to another vendor, and suspend and/or debar the vendor.

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Printed Vendor Name

---

Signature of Vendor's Authorized Agent

Date\_\_\_\_\_

---

Printed Name of Vendor's Authorized Agent

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Title with Vendor of Vendor's Authorized Agent

## Addendum Acknowledgement

RFP No. FY17-1117 Aerial Photography Services

Vendor acknowledges receipt of the follow Addendum to the above-described procurement, agrees that same is/are hereby incorporated and made a part of the above-described procurement as if the Addendum had been included in the original procurement documents:

Addendum No.    Addendum Date    Initials of Vendor's Authorized Agent

_____	_____	_____
_____	_____	_____

Vendor shall submit a completed Addendum Acknowledgement form with its submission.

**Vendor may be disqualified from this procurement unless vendor submits a completed Addendum Acknowledgement form referring to this Addendum with vendor's proposal.**

# ORANGEBURG COUNTY SAMPLE CONTRACT DOCUMENT ONLY (NOT FOR COMPLETION ONLY REVIEWING)

This Contract Regarding \_\_\_\_\_ (“Contract”) is between Orangeburg County (“Owner”) and \_\_\_\_\_ (“Contractor”).

The Parties hereby agree as follows:

**1. Definitions.** In this Contract, the following capitalized words have the following meanings:

**A. Applicable Law** means any and all laws, regulations, and legal duties of that apply to the provision of services and materials under the Contract.

**B. Contract** means this **Contract Regarding** \_\_\_\_\_ between Orangeburg County and \_\_\_\_\_ including all documents attached or referenced herein.

**C. Contractor** means \_\_\_\_\_ an entity that represents itself to the Owner as fully qualified to provide the products and services necessary to complete the Scope of Work. The current and last known address for the Contractor is as follows:

\_\_\_\_\_  
**Attn:** \_\_\_\_\_, **Its** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ **Main Office Phone Number**

\_\_\_\_\_ **Main Office Fax Number**

**D. Effective Date** means the date that the Contract first bears the signature of both parties’ representatives. The County Attorney shall complete the Effective Date blank on the front of the duplicate original contracts and initial same.

**E. FOIA** means the South Carolina Freedom of Information Act.

**F. Owner** means the County of Orangeburg, South Carolina, a political subdivision of the State of South Carolina. The current and last known address of the Owner is as follows:

**County of Orangeburg**

**Attn: County Administrator**

**P.O. Drawer 9000 (29116-9000)**

**1437 Amelia St.**

**Orangeburg SC 29115**

**(803) 533-6101 Administrator’s Office Phone Number**

**(803) 533-6104 Administrator’s Office Fax Number**

**G. Parties** means the Owner and the Contractor.

**H. Project Consultant** is not applicable to this Contract.

**I. Representations** means those representations Contractor made in writing to Owner in as part of the procurement process, including in Contractor’s Bid and during the contract negotiation period. Those Representations are contained in **Attachment 2**. Contractor acknowledges that Owner reasonably relied on Contractor’s Representations in selecting Contractor to perform the Scope of Work set forth in this Contract.

**J. RFB** means Owner’s **RFB**\_\_ - \_\_ as posted on its website.



**K. Scope of Work** means the equipment and services described in the RFB. The RFB is **Attachment 1**.

**L. Specifications, Drawings & Plans** is not applicable to this Contract.

**M. Term** means the period of time the Contractor is to provide the equipment and services described in the RFB to the Owner. For this Contract, the Term is \_\_\_\_\_.

**2. Contractor's Duties.**

**A. Security.** Security is not applicable to this Contract.

**B. Scope of Work and Specifications.** The Contractor shall:

**i.** Begin work on the Project within twenty (20) days of the date that the last of the parties executes this Contract;

**ii.** Diligently perform the Scope of Work from the date that Contractor begins the work through to the end of the Term; and

**iii.** Perform the Scope of Work without unauthorized deviation.

**C. Field Representative.** The Contractor shall designate a person as Contractor's Designated Field Representative and, until further written notice from the Contractor, that person is identified as follows:

**Name:** \_\_\_\_\_

**Contact Information:**

**Mobile:** \_\_\_\_\_

**Office:** \_\_\_\_\_

**3. Owner's Duties.**

**A. Payment.** In exchange for the Contractor's performance of the Scope of Work timely and without unauthorized deviation, the Owner shall pay the Contractor the Contract Price in accordance with the Price Terms of this Contract.

**B. Field Representative.** Owner shall designate a person as Owner's Designated Field Representative and, until further written notice from Owner, that person is identified as follows:

**Name:**

**Contact Information:**

**Mobile:** \_\_\_\_\_

**Office:** \_\_\_\_\_

**C. Project Consultant.** A project consultant is not involved in this Contract.

**4. Price Terms.**

**A. Contract Price.** The Contract Price is \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_).

**B. Third Party Funding Requirements.** Third party funding is not applicable to this Contract.

**C. Payments Schedule.** Payment of the Contract Price shall not be in advance of performance or in a lump sum; instead, payment of the Contract Price shall be made in accordance with the schedule stated in the Bid.

**5. Deviations.** To be enforceable against the Owner as a term of this Contract, any deviation from the Scope of Work must receive the appropriate level of authorization from the Owner. If the Contract Price is \$20,000 or under, then the authorization level necessary to bind the Owner to a deviation is written approval from the County Administrator; if the Contract Price exceeds \$20,000, then the authorization level necessary to bind the Owner to a deviation is a favorable vote of the Orangeburg County Council.

**6. Miscellaneous Terms.**

**A. Accounting System Requirements.** The Contractor's accounting system shall:

- i. Permit timely development of all cost data the Owner finds appropriate;
- ii. Supply the County with the cost data in the form the Owner finds appropriate; and
- iii. Be adequate to allocate costs in accordance with generally accepted accounting principles.

**B. Assignment.** Neither party shall assign any right or interest it has in this Contract without advance, written consent to the assignment by the other party to this Contract.

**C. Audit.** At reasonable times during the performance of the Contract and for three (3) years after completion of the Scope of Work, the Owner shall be entitled to audit the books and records of the Contractor as is relevant to the performance of the Contract. The Contractor shall not charge the Owner for any such audit. The Contractor shall maintain books and records relevant to the performance of this Contract for a period of three (3) years from the date of final payment under the Contract.

**D. Authority.** Each person executing this Contract represents that s/he (1) is duly authorized by the party to execute this Contract on the party's behalf and (2) has determined that the execution and delivery of this Contract has been authorized by all necessary action. The Parties agree to provide the other upon request reasonable evidence confirming the existence of such authority.

**E. Captions.** The captions that appear in this Contract are used only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any section.

**F. Costs and Fees.** If either party shall incur costs or fees of any kind in connection with the negotiation, execution or modification of the Contract, then that party shall be solely financially responsible for those costs or fees, including, but not limited to, those arising from accounting, legal, and real estate services.

**G. Default.** Failure of either party to abide by the terms of the Contract shall be a default and a breach of contract.

**H. Duplicate Originals.** The Contract will be executed in duplicate and distributed in a manner that provides each party with a duplicate original of the Contract for its business records.

**I. FOIA and Legal Process Compliance.** Contractor is aware that Owner, as a political subdivision of the State of South Carolina, is subject to FOIA. Contractor is aware that Owner, by virtue of being a legally recognized entity, is subject to legal process. Contractor is aware that pursuant to FOIA or legal process, Owner will be required to disclose information and documents relevant to this Contract and the provision of services pursuant to this Contract. As long as Owner is providing information and documents to a third party in response to a FOIA request or legal process, Contractor

shall have no legal recourse against Owner regarding the disclosure of the information and documents.

**Contractor hereby agrees that this Contract and all payment-related information may be disclosed by the Owner.**

To the extent information or documentation sought pursuant to FOIA or legal process is under the control of Contractor, Contractor shall provide the information and documents to Owner necessary for Owner to comply with its legal duties under FOIA and any legal process. In the event that Contractor concludes that the information and/or documents under its sole control are legally not subject to disclosure, Contractor shall take full responsibility, including all financial responsibility, to legally contest disclosure of the information and/or documents prior to the FOIA exemption or legal process response date and, if Contractor fails to act by that deadline, Contractor shall be deemed for all purposes to have given Owner consent to release the information and/or documents.

- J. Forum Selection.** In the event that the Contractor has the right to file a lawsuit against the Owner, the Contractor shall file such lawsuit only in the Orangeburg County Court of Common Pleas.
- K. Governing Law.** Interpretation of this Contract shall be in accordance with South Carolina law.
- L. Incorporation by Reference.** The attachments to this document are incorporated by reference as if set forth verbatim in this Contract. In addition, the Orangeburg County Procurement Code is incorporated by reference into this Contract for purposes of clarifying any ambiguity in the Contract.
- M. Indemnity and Hold Harmless.** The Parties have intentionally not agreed to contractual indemnity or hold harmless provisions. Both parties reserve the right to assert common law indemnity to the extent that common law indemnity may be legally recognized under South Carolina law.
- N. Insurance.** Contractor shall comply with the South Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by the Act. In the event Contractor is excluded from the requirements of the Act, Contractor shall voluntarily carry workers' compensation coverage for Contractor's employees during the period of time that the Scope of Work is performed. In addition, Contractor shall continue to carry the types and amounts of insurance coverage Contractor represented to Owner during the RFP process as then being in effect.
- O. Inspection.** The Owner has no right of inspection of premises owned by the Contractor.
- P. Merger.** The written and fully executed Contract shall be the entire agreement between the parties regarding the RFB.
- Q. Modification.** To be enforceable, any modification other than a deviation in the Scope of Work must be in writing and signed by both parties. To be enforceable against the Owner, a deviation in the Scope of Work must be authorized in accordance with the "Deviations" provision of this Contract.
- R. Non-Appropriation.** In multi-year contracts, the Owner shall have no liability to complete the Contract except as to payment for goods delivered or work performed prior to giving the Contractor notice of termination of the Contract due to non-appropriation.

- S. Non-Discrimination.** Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. Contractor shall comply with all relevant and applicable state and federal laws against discrimination, including, but not limited to, the following: Titles VI and VII of the Civil Rights Act (42 U.S.C. § 2000d et. seq.) and the United States Department of Justice Regulations issued pursuant to those Titles (28 C.F.R. Part 42); the Age Discrimination Act of 1985 (42 U.S.C. §§ 6101-07); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et. seq.) and its associated regulations. Breach of this provision shall be deemed a material breach of this Contract.
- T. Notice.** All notices given in connection with the Contract shall be deemed fully given, made, and/or sent when in writing and delivered to the party's Designated Field Representative whose name and contact information is set forth in this Contract with a copy of same mailed to the party at its last known address. In the event that a party fails to keep the name and contact information regarding its agent current, notice shall be deemed fully given, made and/or sent when in writing, addressed to the party at its last known address, at the time it is deposited with the United States Postal Service affixed with sufficient first class postage.
- U. Regulated Activities.** To the extent that the Scope of Work is subject to federal or state statutes, regulations and industry standards, the Contractor represents that it will carry out the Scope of Work in accordance with Applicable Law.
- V. Rights and Remedies.** The Contractor (a) accepts that the rights and remedies listed in Article 7 of the Orangeburg County Procurement Code are Contractor's exclusive rights and remedies concerning disputes arising from the procurement process and the Contract and (b) waives all other rights or remedies otherwise provided by law. The Contractor acknowledges that Article 7 limits the Contractor's remedies to those set forth in the Article.
- W. Separate and Independent Entities.** Each party to this Contract is a separate and independent entity from the other party to this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership, joint venture or any relationship other than that of separate and independent entities. Neither party shall represent itself as an agent or employee of the other for any purpose in the performance of this Contract.
- X. Subcontractors.** Contractor is aware that, in Owner's process of selecting a vendor, Owner relied heavily on Contractor's unique qualifications for performing the Scope of Work and on the identity of subcontractors in the Contractor's proposal. As a result, Contractor is limited to using the subcontractors it identified in its proposal in completing the Scope of Work.
- Y. Supplemental Terms.** If the Parties have agreed to supplemental terms those are set forth in writing and attached to this Contract as **Attachment 3**.
- Z. Successors.** This Contract shall be binding upon and inure to the benefit of the successors of each party.
- AA. Taxes.** Contractor shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of Contractor's carrying out of the Scope of Work. For purposes of this provision, "taxes" shall include, but not be limited to, federal and state income, social security and unemployment insurance taxes.

**BB.   Waiver.** One or more waivers of any term of this Contract by a party shall not be construed as a waiver of a subsequent breach of the same term.

[        IN WITNESS WHEREOF, the Parties have executed this Contract on the dates set forth below:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

**County of Orangeburg**

By: \_\_\_\_\_

**Harold M. Young**

Its:    **County Administrator**

Date: \_\_\_\_\_

As authorized by Orangeburg County Council at its regular meeting on \_\_\_\_\_ Agenda Item Number \_\_\_\_.

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_