



REQUEST FOR PROPOSALS

RFP #2021-22-162

**Horry County Sheriff's Office
Policy and Procedures Consultant**

Proposals Due: 2:00 p.m., Local Time, July 6, 2022

The Following Applies to this Solicitation:

- ***Question Acceptance Deadline: 2:00 p.m., Local Time, June 27, 2022***
- ***Required Forms should be submitted with responses to this RFP***

All Requests for information regarding this Request for Proposals should be directed to the Office of Procurement.

ADVERTISEMENT

County of Horry

Horry County Government is soliciting sealed proposals from providers for **RFP #2021-22-162, Horry County Sheriff's Office Policy and Procedures Consultant**. Submittals are due July 6, 2022, no later than 2:00 p.m., local time, at which time only the names of the Proposers will be published in BidNet.

A proposal bond in the amount of \$5,000.00 is required and proof of such must be submitted in the ebidding software.

All submittals must be made electronically through Horry County's ebidding software, BidNet. Information regarding this Request for Proposals (RFP) can be obtained by visiting the County's ebidding software, BidNet at no cost, please go to <https://www.bidnetdirect.com/south-carolina/horrycounty>.

The point of contact for this project is Mr. Gordon Gould, gould.gordon@horrycountysc.gov , 843-915-5380.

GENERAL INSTRUCTIONS

General:

This solicitation will be conducted in accordance with Horry County Procurement Code and Regulation. This ordinance can be found in its entirety on the County's website at <https://www.horrycounty.org/Departments/Procurement>.

Horry County hereby notifies all those responding to this RFP that, in accordance with the provisions of the Civil Rights Act of 1964 (Chapter 21, Title 42, of the U.S. Code) and Regulations promulgated in connection therewith, that it will affirmatively ensure that any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full and fair opportunity to make submittals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Standards of Conduct:

Potential and actual bidders are not permitted to contact Horry County employees outside of the Procurement Department during the procurement process. Potential and actual bidders are not permitted to contact any consultants contracted by the County to assist with efforts related, directly or indirectly, to the RFP process. Failure to comply with Horry County Procurement Regulation, Chapter 4, Contractor Requirements and Standards of Conduct for Horry County and Procurement Participants may result in the rejection of the bid and other penalties as applicable.

Funding:

Goods and/or Services solicited in this RFP intend to be purchased with County Funds.

Non-Appropriation of Funds:

If (a) sufficient funds are not budgeted or appropriated and budgeted by Horry County Council in any fiscal period for payment of costs and fees and (b) Horry County has exhausted all funds legally available for such payment costs and fees due under this agreement or any renewal thereof, then Horry County will give awarded Provider reasonable written notice and this Agreement will terminate as of the last day of Horry County's fiscal period for which funds for payment are available. Such termination with notice is without any expense or penalty.

Submitting a Proposal:

Sealed Proposals must be submitted via Horry County's electronic bid software ONLY, on or before the Closing date and time as indicated in the ebidding software for this project. The only acceptable means of submitting a proposal in reference to this project is through Horry County's electronic bid software. Therefore, no email, fax, hand-delivered, telephone, or text submittals will be accepted.

Proposals should contain all information requested and should be submitted in the format shown within this solicitation document. By submission of this proposal, the Proposer

guarantees that all goods and services meet the requirements of this solicitation and expresses their intent to be bound by their submittal, and, if awarded, to abide by the Horry County Contract Terms and Conditions (*Sample of Contract within this RFP*).

The County, at its sole discretion, reserves the right to accept or reject any and all proposals, in whole or in part, that are deemed to be in the best interest of the County.

Examination of RFP Document:

Prior to submitting a proposal, each Proposer shall carefully examine the RFP documents, study and thoroughly familiarize themselves with the Scope of Services and requirements thereof and notify the Owner of any and all conflicts, discrepancies or errors. By submission of a proposal, the proposer guarantees that all goods and/or services proposed meet the requirements of this solicitation. All goods and/or services are to be provided in accordance with, if applicable to the project: drawings, specifications, and any permit conditions of federal, state, local or any other agencies having jurisdiction.

The Proposer should sign their proposal in all required signature blocks. Proposals may be rejected if omissions, alterations not allowed for, or irregularities of any kind, are shown.

Proposals shall remain firm for no less than **one hundred twenty (120) calendar days** from the Closing Date of proposals in Horry County's eBidding software.

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

Questions/Addendum:

All questions must be submitted via Horry County's eBidding software prior to the Questions Acceptance Deadline as specified in the eBidding software. Each question should be submitted individually within the "Q&A" section of the electronic bid software. All questions and revisions will be provided in the electronic bid software in the form of addendum. If it becomes necessary to revise any part of this solicitation, an addendum will be published. It shall be the Bidder's responsibility to ensure he has all addenda which have been issued by visiting Horry County's eBidding software <https://www.bidnetdirect.com/south-carolina/horrycounty>. Any information obtained outside of the procurement process is non-binding and shall not be used in the response to this solicitation.

All Addenda form a part of the documents for this project and modifies / amends / clarifies / adds to the original documents as described. By submitting a response, responders acknowledge receipt and inclusion of the effects of all addenda.

Cooperative Clause:

By submitting a bid, the successful bidder that is awarded a contract by Horry County agrees to allow other government entities (i.e. cities, towns, villages, schools, and special

districts/authorities) to enter into contracts or issue purchase orders based on the terms and conditions of the contract(s) resulting from this Invitation for Bid (IFB) including prices contained in their response to this IFB.

The use of this contract by other units of government will be optional. Sales to the above government entities by the Vendor will be optional and will not be considered when determining contract award for this RFP. Any subsequent contracts or orders issued shall be made under the same terms and conditions and shall be for those items identified in the original RFP.

Horry County shall not be responsible for any problems that may arise between any other government entities and the contractor as a result of any purchases. Any resulting contract is solely between the supplier and third-party government entity. Invoices under this agreement, shall be directed to, and are the responsibility of, the purchasing government entity.

Disaster/Emergency Clause:

It is anticipated that services in the resultant contract may be necessary for emergency protective measures, disaster response, and disaster recovery. By submitting a response to this solicitation, the Proposer shall comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards with the exception of Part (D) Davis Bacon Act. Invoices for services related to emergency protective measures, disaster response, and disaster recovery shall be separate from non-emergency service invoices.

Non-Collusion:

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

Mistakes in Proposal:

Corrections and withdrawal of the submitted offer will be permitted within the eBidding software prior to the Closing due date and time.

Opening/Reading of Names:

Unofficial Results, to include the Listing of Name(s)/ Reading of Name(s) of all proposers, will be made publicly available in the County's ebidding software, within an estimated time of sixty (60) minutes after the established [Bid] Closing due date and time.

Licenses:

All Proposers must be properly licensed to do business in the State of South Carolina and other municipalities, as applicable, and must comply with the Code of Laws of South Carolina. Your company does not need to be based in South Carolina, but must be licensed to do business in the state of SC and specifically Horry County, if awarded a contract. The successful proposer must have all appropriate business license(s) prior to contract execution, unless otherwise stipulated by law. Failure to comply with this requirement may result in the rejection of the bid as non-responsive.

Payment Information, Terms, and Sales Tax:

Horry County Government is required to pay sales tax. Horry County tax rate is (8%) eight percent, except on purchases/work/deliveries within the city limits of Myrtle Beach, where the tax rate is (9%) nine percent.

Payment Terms are Net thirty (30) days upon receipt of correct invoice.

When practical, Horry County prefers to pay for purchases made under the contract awarded from this solicitation via Horry County purchasing card (similar to a MASTERCARD/VISA credit card). When preparing a price proposal, electronic payment processing fees shall be included in unit prices. No price increases shall be permitted for accepting electronic payment from Horry County.

Evaluation and Award:

Horry County reserves the right to reject any or all proposals and further reserves the right to waive technicalities and informalities in proposals, as well as, to accept in whole or in part such proposal or proposals where it deems it suitable in protection of the best interest of the County. Proposals may be rejected for any omissions, alteration of form, additions not called for, conditional offers, or any irregularities of any kind are shown. The County shall be the sole judge as to whether proposals submitted meet all requirements contained in this procurement.

Horry County reserves the right, at its sole discretion, to inspect the proposed solution.

Horry County desires to award a contract to a single primary provider; however, the County reserves the right to make multiple awards, as deemed in the County's best interest.

Award WITH or WITHOUT Discussions/Negotiations:

Time is of the essence in conducting the proposal evaluations. The evaluation team will score each proposal and rank them in descending order. If there is no need to conduct discussions or negotiations with the top ranked proposer, Horry County may award a contract without

discussions. If there is a need to conduct discussions or negotiations, the evaluation team will determine which Proposers, in the competitive range, will participate. Proposers may be afforded the opportunity to submit a best and final offer.

Contract Award:

Whether or not discussions or negotiations are held, award of a contract will be made to the Proposer or Proposer(s) whose proposal is deemed most advantageous to the County, considering all evaluation factors set forth herein. Horry County shall be the sole judge of this determination. Therefore, contract award may be made to more than one proposer, based on the evaluation criteria set forth herein.

A copy of the firm's proposal may be attached to the contract; however, in the event of any ambiguity with any attachments, the County's contract and Procurement Regulation will prevail.

This procurement does not commit Horry County to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods or services listed herein. Costs associated with proposal preparation, oral interviews, and/or presentations shall be the sole responsibility of the Proposer. Horry County will not reimburse for costs associated with interviews or presentations.

Term of Contract:

The term of this contract shall be for an initial three (3) year term with two (2) one-year renewal options, the effective date as the date of the County's signature on the resultant fully-executed contract.

In the event that a new contract has not been awarded prior to expiration date of the obligatory contract, it shall be mandatory upon the contractor to continue the contract under the same terms and conditions until a new contract is fully executed and wholly functionally. This transition period may not extend more than one hundred eighty (180) days past the contract expiration date, without approval of both parties.

Contract Changes:

Contract terms and conditions shall not be changed unless by change order. Change must be deemed allowable, allocable, within the scope of work and grant or cooperative agreement, (when applicable) and reasonable for the completion of project scope. Changes shall be agreed upon by both parties and recorded using a dually executed change order. The change order shall clearly identify all changes to the contract.

Contract Assignment

No contract awarded under these terms, conditions, and specifications shall be sold, transferred, or assigned without the written approval of the County.

Independent Contractor Status:

The contractor shall not, by entering into a contract, become a servant, agent, or employee of Horry County, but shall remain at all times an independent contractor to the County. The contract resulting from this RFP shall not be deemed to create any joint venture, partnership, or common enterprise between the Contractor and Horry County, and the rights and obligations of the parties shall not be other than as expressly set forth. Contractor further agrees to provide to Horry County a completed South Carolina I-312 Nonresident Taxpayer Registration Affidavit Income Tax Withholding Form, if applicable.

Insurance Requirements:

The successful proposer shall provide proof of all required insurance(s), including workers' compensation, automobile liability and general liability. Workers' compensation shall include a minimum limit of \$100,000 per accident and comprehensive general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence. This shall include coverage for premises/operations, products/completed operations, contractual liability, independent contractors and vehicles used in premises/operations. Automotive liability shall include a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Professional Liability insurance must be provided with minimum liability limits of \$1,000,000 per occurrence (in addition to Commercial General Liability insurance) by professional services such as accountant, attorney, architect, design, engineering and most consultants that involve errors and omissions exposure protection. The proposer shall provide proof of Cyber Liability with the minimum limits of \$1,000,000 per occurrence. Horry County shall be named as an additional insured on all liability policies and expressed on the Certificate of Liability Insurance. Insurance shall indemnify the County against any and all claims arising under or as a result of the performance of the contract resulting from this solicitation. The County must be provided written notice prior to cancellation, modification or reduction in limits of any stipulated insurance. It is the responsibility of the vendor/contractor to ensure all subcontractors comply with all insurance requirements of this solicitation and the resulting contract.

Grievance:

Any actual or prospective Proposer who is aggrieved in connection with this procurement, or the award of a contract resulting from this procurement, may protest to the County Administrator. The protest shall be submitted in writing within fourteen (14) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto provided that grievance has been made in accordance with solicitation requirements. Please reference Subchapter 15-3: Bid Protests, of the Horry County Procurement Code and Regulation, by visiting:

<https://www.horrycounty.org/portals/0/docs/procurement/CodeandReg.pdf>.

Freedom of Information Statement:

Procurement information shall be a public record to the extent required by Chapter 4 of Title 30, Code of Laws of South Carolina (1976, as amended) (The Freedom of Information Act), with the exception that commercial or financial information obtained in response to a "Request for Proposals (RFP)" which is privileged and confidential if so designated by the Proposer shall be

protected from disclosure. Such information must be clearly marked as “CONFIDENTIAL” by those submitting responses for each section of information so affected. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information.

Title IV

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Legal Statement:

Disclose any litigation within the last five (5) years in which a claim has been made against any team member (individual or company) asserting a cause of action other than Employment issues or Contracts not related to your professional work. Explain the issues in these cases (or the fact there are none) as part of your submittal.

END OF SECTION

INSTRUCTIONS TO PROPOSERS

1.0 General

Background:

Horry County is one of the largest counties in the eastern United States at over 1,100 square miles. The County's major industry is tourism. Horry County Government's mission is to provide a community environment in which the citizens and visitors can enjoy the highest quality of life.

2.0 Scope of Services and Requirements:

The Horry County Sheriff's Office is seeking the services of qualified professionals with experience in law enforcement and detention center policies and procedures in the State of South Carolina to develop, update and revise the policies and procedures of the Horry County Sheriff's Office.

Proposers shall propose their best solution based on the information provided through this RFP process. **Horry County is open to solutions of all different levels of service.** However, at a minimum, the proposed solution must meet the following requirements:

Proposer:

- A. Shall provide customized, revised and/or rewritten policies, procedures, post orders and inmate guidebooks in a format capable of being inputted to PowerDMS.
- B. Must be capable developing and updating policies through Federal and South Carolina changing case law, industry standards revisions, PREA changes, and departmental requirements.
- C. Should possess technical writing experience capable of integrating current policies and post orders with new updates.
- D. Should possess experience working with Sheriff Offices, Detention Centers, and law enforcement in the State of South Carolina, as well as experience in interpreting and applying all relevant State and Federal laws and police accrediting agencies.

3.0 Evaluation Process

The evaluation of submissions will be in accordance with the Horry County Procurement Code and Regulation and this Request for Proposals.

An evaluation team will be convened to evaluate and score proposals received.

The following criteria shall be used by the team and are weighted as shown.

	Evaluation Criteria	Weights
1.	Proposed Solution	45
2.	Experience and Qualifications	30
3.	Price/Cost	20
4	Local Initiative*	5

**Local Initiative: Five (5) points to submitters that have a business location in Horry County. Horry County business locations should be included in the cover letter of the submittal. If business locations are not listed in the cover letter of the submittal, your submittal may be evaluated accordingly.*

Award of contract(s) will be made to the Proposer(s) whose proposal is deemed to be most advantageous to the County, considering all of the evaluation factors. This decision shall be the sole judgment of Horry County.

4.0 Proposal Requirements and Required Forms:

Your submission should include, in the following order:

A. Cover Letter to include:

- Company or corporation name, street and mailing addresses, the responsible officer(s) of the firm. Indicate the type of company (i.e. Sole Proprietor, Corporation, Limited Liability Corporation, Partnership etc.)
- Names of all owners and/or corporate officers.
- Identify contact person and provide telephone, fax, email address.
- Date and state of incorporation (if applicable).
- Signature of company officer(s) authorized to obligate the firm.

B. Proposed Solution with Pricing to include:

- A detailed explanation of how proposed solution meets the Requirements in the Scope of Work above.
- A cost Proposal for providing all of the services referenced above in an hourly rate and a separate flat rate.
- Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The Proposal must, however, provide a guarantee that no additional fees will be charged to the Horry County Sheriff's Office without prior written consent by the Horry County Sheriff's Office.

C. Proposal Certification (Required Form)

D. Proposal Bond with Power of Attorney (Required Form)

E. Acknowledgement of Addenda (Required Form)

- F. Legal Litigation Statement Form (Required Form)
- G. Responsibility Form (Required Form)
- H. Non-Collusion Affidavit (Required Form)
- I. Drug Free Workplace (Required Form)
- J. Anti-Lobbying (Required Form)
- K. Certification Regarding Debarment, Suspension, and other Responsible Matters (Required Form)
- L. References- Horry County reserves the right to check references provided and known references not provided by the respondent. Horry County Government and/or Employees may not be listed as a Reference.
 - Provide three (3) references, to whom you provide criminal justice consultant services of similar nature.
 - Include the entity name and state, services used, the length of time services have been rendered, contact information to include: Contact name, title, phone number, and email address.
- M. Sample Certificate of Insurance meeting the requirements of the RFP, or a Sample Certificate of Insurance notating the areas of deficiency and a statement of assurance that the proposer intends to meet the requirements of the RFP, if awarded a contract.
- N. IRS W-9 Form, signed within 6 months of submittal due date (Required Form)
- O. State of South Carolina I-312 Nonresident Taxpayer Registration Affidavit Income Tax Withholding Form (if applicable)
- P. Copies of all licenses and certifications

The County does not desire voluminous submissions; therefore, please limit your proposal to only essential information. By submitting a proposal, your firm agrees to the terms and conditions stated herein unless explicitly stated otherwise in your response to this RFP.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

SAMPLE PROFESSIONAL SERVICES CONTRACT No. _____

This Contract for Professional Services (“**Contract**”), with an effective date of _____, is hereby entered into between **HORRY COUNTY**, a political subdivision of the State of South Carolina, whose Administrative Office is at 1301 Second Avenue, Conway, SC 29526 (“**County**”); and _____ (“**Provider**”), a corporation organized and existing under the laws of the State of _____ and authorized to conduct business in the County of Horry and in the State of South Carolina.

1. GENERAL TERMS OF CONTRACT

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

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

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

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

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

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

1.6. Compliance with EEOC and other State and Federal Laws: To the extent set forth in

the respective statutes, **Provider** shall comply with the provisions of:

1.6.1. Titles VI & VII of the Civil Rights Act of 1964;

1.6.2. Age Discrimination in Employment Act of 1967;

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

1.6.4. Equal Pay Act of 1963;

1.6.5. Fair Labor Standards Act of 1938;

1.6.6. Immigration Reform and Control Act of 1986;

1.6.7. South Carolina Payment of Wages Act, S.C. Code §§ 41-10-10 *et seq.*;

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

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

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

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

Provider, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County or aggrieved party deems appropriate.

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

2. SCOPE OF SERVICES:

2.1. **Provider** shall perform those tasks set forth in Exhibit “A”, attached hereto and incorporated herein by reference. The anticipated scope of work shall be considered the minimum service to be provided under this Contract. If any term contained in Exhibit “A” shall conflict with any of the terms of this Contract, then such term as set forth on Exhibit “A” shall not bind **County**.

2.2. All services to be performed by **Provider** under this Contract shall be performed within the term set forth on Exhibit “A”, not to exceed five (5) years.

3. PAYMENT FOR SERVICES:

3.1. The costs of services are set forth in Exhibit “B” of this Contract. The total projected cost of \$_____ shall be a guaranteed maximum price (GMP) for the services to be

provided. **Provider's** invoice to County will be on a basis of net 30 days after receipt by **County** of invoice. [NOTE: there are other ways of structuring cost and payment].

3.2. Services not included in the Scope of Services constitute additional charges to **County**, at rates and intervals to be agreed upon between **County** and **Provider** in a written Amendment executed by both parties prior to the performance of such services.

4. WARRANTIES OF PROVIDER AND COUNTY:

4.1. County warrants that:

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

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

4.2. Provider warrants that Provider has:

4.2.1. All necessary licenses and consents required for **Provider** to enter into and fully perform the Scope of Services set forth on Exhibit "A", and is in good standing in the State of South Carolina;

4.2.2. All required insurances, including Worker's Compensation Insurance and General Liability Insurance, to indemnify County against any and all claims arising under or as a result of the performance of this Contract, in at least the following amounts (or in those amounts, if specified, as set forth in **County's** Invitation to Bid or Request for Proposals, that formed the basis of the Scope of Services of this Contract):

Worker's compensation shall include a minimum limit of \$100,000 per accident and comprehensive general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and

Property Damage. This shall include coverage for premises/operations, products/completed operations, contractual liability, errors and omissions (professional liability), independent contractors and vehicles used in premises/operations. Insurance shall indemnify **County** against any and all claims arising under or as a result of the performance of the contract. The **County** shall be named as an additional insured on all liability policies. The **County** must be provided with notice prior to cancellation, modification or reduction in limits of any stipulated insurance.

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

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

4.3.1. Perform all tasks required under the Scope of Services with a degree of skill and care of reputable members of the same profession in South Carolina;

4.3.2. Maintain all insurances required by law or this Contract, including worker's compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth herein;

4.3.3. Properly withhold from all wages, commissions, salaries, and fees paid by **Provider** to third parties or employees, agents, or sub-contractors of **Provider**, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;

4.3.4. Ensure that any third party, employee, agent, or sub-contractor of **Provider** shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;

4.3.5. Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;

4.3.6. Make no offer of employment to any **County** employee for a period of two (2) years after the termination of this Contract.

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

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

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

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

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

6. EARLY TERMINATION OF CONTRACT: **County** and **Provider** shall have the right, upon sixty (60) days written notice, to terminate this Contract, and thereafter **County** shall have no obligation to pay for services provided to **County** except up to the effective date of termination of this Contract. In the event **Provider** exercises its right to terminate this Contract, **Provider** will not cease services for a reasonable period of time, not to exceed One-Hundred Twenty (120) days, to allow **County** to procure another provider.

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

8. NOTICES TO PARTIES: All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

8.1. To County:

8.1.1.

with a copy to:

Horry County Attorney
1301 Second Avenue
Conway, SC 29526

(Tel: 843-915-5270; fax 843-915-6270)

8.2. To Provider:

8.2.1.

with a copy to:

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

8.3.1. On the third (3rd) business day after mailing by depositing the notice in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

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

9. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: The **Provider** will indemnify and hold harmless the **County** and its agents and employees from and against all

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

10. ASSIGNMENT: **Provider** shall not assign, permit the assumption of or in any manner transfer any interest in this Contract, or any part thereof, without the prior written consent of the **County**. If **Provider** assigns, permits the assumption of or in any manner attempts a transfer of its interest in this Contract, **County**, in its sole discretion, may declare this entire Contract null and void.

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

Provider:

By (signature): _____

Date: _____

Print Name: _____

Title: _____

Witness: _____

County:

By (signature): _____

Date: _____

Print Name: _____

Title: _____

Witness: _____