REQUEST FOR PROPOSALS
#16-15
Title Search Services for the Delinquent Tax Office

Oconee County, SC
Issued: March 15, 2017

Procurement Office
415 South Pine Street
Walhalla, SC 29691

Phone: (864) 638-4141
Fax: (864) 638-4142

OCONEE COUNTY, SOUTH CAROLINA

TITLE SEARCH SERVICES FOR DELINQUENT TAX OFFICE

RFP DUE DATE/TIME:	**April 11, 2017 by 2:00pm EST**
RFP NUMBER:	16-15
POINT OF RECEIPT:	Procurement Office, Room 100 Attn: Robyn Courtright Procurement Director Oconee County Administration Offices 415 South Pine Street Walhalla, SC 29691

Inquiries - All inquiries concerning this proposal shall be addressed to the Procurement Office. **Contact with other departments or County representatives without permission of the Procurement Director may render your proposal void.**

An **original and six (6) bound copies** of your proposal shall be submitted by the due date above. Outside of package must be clearly marked with RFP number and project description above.

If downloading this solicitation from our website, it is the responsibility of the Proposer to email our office at rcourtright@oconeesc.com to be registered as a potential proposer to receive any subsequent amendments.

Oconee County complies with all South Carolina and Federal laws that prohibit discrimination on the basis of race, sex, age, religion, color, national origin and disability.

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(SEE ATTACHED SEPARATE PDF FOR SAMPLE CONTRACT)

SECTION 1
GENERAL INFORMATION & INSTRUCTIONS

1) DEFINITIONS:

a) Oconee County hereinafter will be referred to as "County."

b) "Proposer" shall be any entity or individual submitting a proposal for the pending solicitation.

c) All references to days in this solicitation mean calendar days, unless otherwise stated.

d) All references to "shall," "must," and "will" are to be interpreted as mandatory language.

e) Request for Proposals is a procurement method selected for this pending solicitation and will be referred to as the "RFP."

f) "Successful Proposer" shall be the successful Proposer with whom the Contract for Professional Services is entered by the County.

2) PURPOSE

a) The County seeks proposals from qualified organizations to provide Title Search services in accordance with the specifications and conditions contained in this RFP Package.

b) This RFP has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by Proposers who wish to submit a proposal for consideration.

3) INSTRUCTIONS

a) The Proposer shall submit seven (7) sealed proposals, one clearly marked as "Original", and six (6) copies, enclosed and secured in an envelope/package. The Proposer shall clearly mark and display the Proposer's name and address, the RFP number and the project identification on outside of envelope/package. Oconee County **shall not** be responsible for unidentified proposals. Proposals shall be addressed to:

Robyn Courtright, Procurement Director
Oconee County Procurement Office
Room 100
415 South Pine Street
Walhalla, SC 29691

Hand delivered proposals should be delivered to the same above-referenced address.

b) The Proposer shall submit the proposal to the Oconee County Procurement Office no later than **April 11, 2017, at 2:00 PM EST** at which time all proposals will be opened and **only the names of the Proposers will be announced**. Proposals received later than the deadline will not be considered and will be returned unopened**.** Proposers mailing their proposal must allow a sufficient mail delivery period to insure timely receipt of their proposal. Oconee County is not responsible for proposals delayed by mail and delivery services.

c) Prices and quotations included in the proposal shall remain firm for not less than one hundred twenty (120) calendar days from proposal deadline stated above.

d) The County shall not be liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne by the Proposer.

e) **There will not be a pre-proposal conference. All prospective Proposers should review the RFP document and all Attachments and submit all questions and/or requests for additional information by the deadline of March 30, 2017, at 2:00 pm EST.**

f) It is the intent and purpose of the County that this solicitation promotes competition. It shall be the Proposer's responsibility to advise the Procurement Director, in writing, if any language or requirements, or any combination thereof, inadvertently restricts or limits this solicitation to a single source. Such notification shall be submitted in writing, and must be received by the Procurement Director at least five calendar (5) days prior to proposal receipt date. A review of such notification shall be made by the Procurement Director.

g) Prior to submitting a proposal, each Proposer shall carefully examine the RFP document, study and thoroughly familiarize himself/herself with the specifications/requirements of the RFP and the Contract Documents and notify Oconee County of any conflicts, errors, or discrepancies.

h) By submission of a proposal, the Proposer guarantees that all goods and services meet the requirements of the RFP during the contract period.

i) Failure to submit all required information may be determined as a non-responsive proposal.

j) Any Proposer may withdraw its proposal prior to the closing time for the receipt of proposals. Correction or withdrawal of inadvertently erroneous proposals before or after the opening date, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following:

   i) Mistakes discovered by the Proposer before proposal opening may be corrected by modification or withdrawal and resubmission by submitting written notice to the Procurement Department prior to the time set for proposal opening.

   ii) After proposal opening, no changes in prices or other provisions of proposals, which are prejudicial to the interest of the County, shall be permitted.

   iii) Except as otherwise allowed by law, all decisions to permit the correction or withdrawal of proposals, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made by the Procurement Director.

k) The Proposer shall follow the following directions for proposal preparation:

   i) All proposals shall be complete and carefully worded, and must convey all of the information requested by the County. If significant errors are found in the proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone, will determine whether the variance is sufficient to warrant rejection of the proposal.

   ii) Proposals are to be prepared simply and in a manner designed to provide the County with a straightforward presentation of the Proposer's capability to satisfy the requirements of this RFP. The Proposer's proposal must, therefore, follow the RFP format, utilizing the same section titles, schedules, and paragraphs.

   iii) The Proposer must clearly mark as ***"Confidential"*** each part of its proposal which it believes contains proprietary information, which could be exempt from disclosure under the South Carolina Freedom of Information Act (SCFOIA) as set forth in Chapter 4, Title 30, of the South Carolina Code of Laws, 1976, as amended. The County reserves the right to determine whether this information should be exempt from disclosure, and the Proposer agrees by submitting its proposal that no claim or legal action may be brought against the County or its agents for its determination in this regard.

   iv) The Proposer shall make its proposal in the official name of the entity or individual under which business is conducted (showing official business address).

   v) The Proposer shall include on the proposal the Federal Employer Identification Number (FEIN) and the DUNS number of the entity issuing the proposal (or in the absence of a FEIN and DUNS numbers, the Social Security Number of the individual issuing the proposal).

   vi) The Proposer shall include all applicable requested information and is encouraged to include any additional information the Proposer wishes to be considered. If the proposal includes any comments over and above the specific information requested in our RFP, the Proposer shall include this

information as a separate appendix to the proposal.

vii) The Proposer shall clearly write in ink or type-write all prices and quotations

viii) A person duly authorized to legally bind the Proposer shall execute all required documents in ink.

ix) Each copy of the proposal should be bound in a single volume where practical.

l) This RFP may result in additional negotiations. To maintain the integrity of the procurement process, all contacts and discussions shall be directed to the Procurement Director.

m) Comments or discussions by County personnel relative to this solicitation shall not be binding on the County.

4) EVALUATION AND AWARD CRITERIA

a) EVALUATION TEAM

A duly appointed Evaluation Team will conduct proposal evaluations.

b) AWARD CRITERIA

The Evaluation Team shall evaluate each of the Proposals using the criteria and applying the percentages as set forth in **Exhibit A** to this Section 1. The County reserves the right to request Proposers to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The additional presentations, if any, will be scored and combined with prior scoring to determine the successful Proposer. The County is not obligated to accept the lowest cost proposal. The County may also award to other than the highest ranked proposer if the price submitted by that proposer is more than the budget available for the project. If made, the award will go to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service to the County. As further outlined below, the award, if any, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, quality of service, the time specified in the proposal for the performance, ability to provide support, overall cost, and the Proposer's references. Prior to award, the County may conduct such further discussions and negotiations as contemplated by, and allowed for under, Oconee Code § 2-431. **The County reserves the right to reject all proposals or accept such proposals, as appears in its best interest, and to waive technicalities or irregularities of any kind in the proposal.** The Evaluation Team will make their recommendation to the full County Council, if applicable. The County Council has the right to accept or refuse the Evaluation Team's recommendation.

c) NOTICE OF AWARD

If awarded, the Notice of Award will be posted on the County's website at: www.oconeesc.com/Departments/KZ/Procurement.aspx .

5) PRELIMINARY MATTERS

a) EXECUTION OF AGREEMENT.

The Successful Proposer shall sign and deliver the Agreement and such other required Contract Documents to the County within ten (10) Calendar Days after the Notice of Award has been received by the Proposer.

b) DELIVERY OF CERTIFICATES OF INSURANCE AND BONDS.

When the Successful Proposer delivers the executed Agreement to the County, the Successful Proposer shall also deliver to the County such Payment Bonds, Performance Bonds, and Certificates of Insurance as may be required.

6) GENERAL INFORMATION AND REQUIREMENTS

a) AFFIRMATIVE ACTION.

The Successful Proposer shall take affirmative action in complying with all federal, state and local labor

and employment laws.

b) AMBIGUOUS OFFERS.

Proposals that are uncertain as to terms, delivery, compliance requirements, and/or specifications, may be rejected or otherwise disregarded.

c) EXPLANATION TO PROSPECTIVE PROPOSERS.

i) Every effort has been made to ensure that all information needed is included in this RFP. If the Proposer finds that it cannot complete its response without additional information, it may submit written questions to the issuing office on or before the deadline set forth herein. No further questions will be accepted after that date.

ii) Oral explanations and/or instructions given before the award shall not be binding on the County. Any information given to a prospective Proposer about this solicitation shall be promptly furnished to other prospective Proposers as an amendment, provided that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

d) AMENDMENTS.

All amendments to and interpretations of this solicitation shall be in writing and signed by an authorized representative of the County. Any amendments or interpretations that are not signed and in writing shall not legally bind the County or its agents. It is the Proposer's responsibility to acknowledge receipt of amendments by signing and returning one (1) copy of the amendment by letter, email (with signed amendment scanned and attached in PDF), or via fax, to the Procurement Director.

e) DISCUSSIONS.

By a submission of a response to this solicitation, Proposer agrees that during the time following issuance of the solicitation and prior to final award, Proposer shall not discuss this procurement with any party except the Procurement Director. Proposer shall not attempt to negotiate with any other parties, and shall not discuss any aspects of the procurement without prior written approval of the Procurement Director.

f) AWARDING POLICY.

i) The award shall be made in accordance with provisions of the Code of Ordinances of Oconee County, South Carolina, to the responsive, responsible Proposer whose proposal is determined to be the most advantageous to the County based on the criteria discussed herein.

ii) If awarded, the Agreement will be awarded to the responsible and responsive Proposer whose proposal is determined in writing to be in the best interest of Oconee County. Oconee County will be the sole judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP. The agreement between the County and the successful Proposer will incorporate this entire solicitation, all applicable amendments, and the successful Proposer's proposal.

g) REJECTION OR ACCEPTANCE OF PROPOSALS; WAIVER OF TECHNICALITIES AND IRREGULARITIES.

i) The County shall reserve the unqualified right to reject any and all proposals or accept such proposals, as appears in the County's best interest.

ii) The County shall reserve the unqualified right to waive technicalities or irregularities of any kind in responses to this RFP.

iii) In all cases, the County shall be the sole judge as to whether a Proposer's proposal has or has not satisfactorily met the requirements of this RFP.

iv) The County may reject any proposal that fails to conform to the essential requirements of this RFP.

v) The County may reject any proposal that does not conform to the applicable specifications unless the RFP authorized the submission of alternate Proposals and the services offered as alternates meet

the requirements specified in the RFP.

vi) The County may reject any proposal that fails to conform to any delivery schedule or permissible alternates stated in the RFP.

vii) The County may reject a proposal when the Proposer imposes conditions that would modify requirements of this RFP or limit the Proposer's liability to the County, since to allow the Proposer to impose such conditions would be prejudicial to other Proposers. For example, the County may reject proposals in which the Proposer:

(1) Protects against future changes in conditions, such as increased costs, if total possible costs to the County cannot be determined;

(2) Fails to state a fee schedule, if one is required.

viii) A Proposer may be requested to delete objectionable conditions from a proposal provided the conditions do not go to the substance, as distinguished from the form of the proposal, or work an injustice on other Proposers. A condition goes to the substance of a proposal where it affects price, quality, or delivery of the services offered.

ix) Any proposal may be rejected if the Procurement Director determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the proposal, but the prices for any individual line items as well.

x) Any proposal may be rejected if the prices for any line items or sub-line items are materially unbalanced.

xi) Proposals received from any person or concern that is suspended, debarred, proposed for debarment or declared ineligible as of the proposal opening date shall be rejected unless a compelling reason is given and a determination otherwise is made.

xii) The Procurement Director must reject Proposals received from entities determined to be non-responsible.

xiii) The originals of all rejected Proposals, and any written findings with respect to such rejections, shall be preserved with the documents relating to the RFP.

h) After submitting a proposal, if all of a Proposer's assets, or that part related to the proposal are transferred during the period between the proposal opening and the award, the transferee may not be able to take over the proposal. Accordingly, the Procurement Director shall reject such a proposal.

i) PROTEST PROCEDURE

i) Right to Protest. Any actual or prospective offeror or Proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved prospective offeror, or Proposer knows or should have known of the facts giving rise to the grievance.

ii) Authority to Resolve Protests. The Procurement Director shall have authority to settle and resolve a protest by an aggrieved offeror or Proposer, actual or prospective, concerning the solicitation or award of a contract.

iii) Decision on Protests. If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing within ten (10) calendar days. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestant of the protestant's rights to appeal the decision of the Procurement Director.

iv) Notice of Decision on Protests. A copy of the decision of this Section shall be mailed or otherwise furnished to the protestant.

v) Finality of Decision on Protests. A decision under this Section shall be final and conclusive, unless a business adversely affected by the decision appeals administratively to the County Council in

accordance with the Oconee County Code of Ordinances.

j) COMPLETE DOCUMENTS.

All supplementary documents and attachments are essential parts of this RFP and requirements occurring in one are as binding as though occurring in all.

k) CONTRACT ADMINISTRATION.

Questions or problems arising after award of this contract shall be directed to the Procurement Director by calling 864-638-4141. Copies of all correspondence concerning this contract shall be sent to the Procurement Director, 415 S. Pine Street, Walhalla, SC 29691. All change orders must be authorized in writing by the Procurement Director. Oconee County shall not be bound to any change in the original purchase order or contract without prior written approval of the Procurement Director.

l) COVENANT AGAINST CONTINGENT FEES.

The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure an award under this RFP upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. A breach or violation of this covenant, may result in the County annulling any agreement, without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

m) DEFAULT.

In case of default by the Successful Proposer, the County reserves the right to purchase any or all services in the open market, charging said Proposer with any excess costs. Should such charges be assessed, no subsequent Proposals of the defaulting Proposer shall be considered until the assessed charges have been satisfied. This clause does not limit the County's right to pursue any other claims or damages available at law or in equity.

n) SUBCONTRACTS.

Proposer shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor, with the proposed scope of work which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. Proposer shall not enter into any cost reimbursable agreements with any proposed subcontractor without County's prior written authorization. Notwithstanding any consent by the County to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to the County for the acts and omission of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Proposer. Neither this provision, nor the County's authorization of Proposer's agreement with a subcontractor, the County's inspection of a subcontractor's facilities or work, or any other action taken by the County in relation to a subcontractor shall create any contractual relationship between any subcontractor and the County. Proposer shall include in each of its subcontracts a provision embodying the substance of this provision and shall present a copy thereof to the County before commencement of any work by a subcontractor. Proposer's violation of this provision shall be grounds for the County's termination of any agreement with Proposer for default, without notice or opportunity for cure. In addition, by submitting a response to this RFP, Proposer agrees to indemnify, defend, and hold the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor of Proposer (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

o) INSURANCE REQUIREMENTS

i) Coverage Requirements:

The Successful Proposer shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed pursuant to the award stemming from this RFP by the Successful Proposer, its agents, representatives, employees or subcontractors. A Certificate of Insurance shall be submitted within ten (10) Calendar Days after the Notice of Award has been received by the Proposer and such coverage shall be maintained by the Successful Proposer for the duration of the contract period; for occurrence policies.

Commercial General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.
Minimum Limits:
$500,000 General Aggregate Limit
$500,000 Products & Completed Operations
$500,000 Personal & Advertising Injury
$500,000 Each Occurrence Limit
$50,000 Fire Damage Limit
$5,000 Medical Expense Limit

Workers' Compensation

Limits as required by the Workers' Compensation Act of SC, to include state's endorsement for businesses outside of SC. Employer's Liability, $500,000.

Professional Liability or Errors and Omissions

Minimum limits are $1,000,000 per occurrence.

ii) Insurance Coverage Provisions:

(1) Oconee County, its officers, officials, employees, agents, and volunteers shall be added as "additional insureds," as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
(2) The Successful Proposer's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
(3) The Successful Proposer shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part.
(4) All coverage for subcontractors of the Successful Proposer shall be subject to all of the requirements stated herein.
(5) All deductibles or self-insured retention amounts shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either (1) the insurer shall reduce or eliminate such deductible or self-insured retention, or (2) the Successful Proposer shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
(6) Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers, officials, agents, employees, and volunteers.
(7) The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, agents, employees, or volunteers for any act, omission, or condition of premises for which the parties may be held liable by reason of negligence or otherwise.
(8) The Successful Proposer shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company to bind coverage on its behalf - if executed by a broker, notarized copy of authorization

to bind, or certify coverage must be attached.

(9) All insurance shall be placed with insurers who are lawfully authorized to do business in the state of South Carolina, and who maintain an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from the County's Risk Manager.

p) ASSIGNMENT OF AGREEMENT.

No agreement may be assigned, sublet, or transferred without the prior written consent of the County.

q) STATEMENT OF COMPLIANCE AND ASSURANCES.

i) Proposers shall be required to certify in writing, that the firm or agency represented in the proposal submitted complies with all applicable federal, state, and local laws/regulations.

ii) Proposers shall be required to provide with each proposal a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this agreement.

iii) A statement of Assurance, Compliance, and Non-collusion (see **Exhibit B** following this Section 1), along with other statements and certifications shall be provided to Proposers and be part of each response.

r) DRUG FREE WORKPLACE ACT.

It is the intent of the County to comply with the requirements of South Carolina's "Drug-free Workplace Act" as set forth in S.C. Code 44-107-10, et seq., and shall apply the same to all procurement actions involving an award for Fifty Thousand ($50,000.00) dollars or more. Proposers shall be required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act (see **Exhibit C** following this Section 1). Failure to comply with this requirement shall result in rejection of a proposal.

s) EXAMINATION OF RECORDS.

The Oconee County Administrator or his duly authorized representative(s), and/or duly authorized representative from the Procurement Office shall until three (3) years after final payment under the agreement resulting from this RFP, have access to and the right to papers and other records involving transactions related to the agreement to be awarded hereunder.

t) 6% SOUTH CAROLINA SALES TAX.

Oconee County is subject to South Carolina Sales Tax on all purchases of goods and services. Therefore, 6% sales tax must be added to all orders. When applicable, net prices as shown in the proposal shall exclude such tax amounts. By submission of a signed bid, the Proposer is certifying, under penalties of perjury, that the Proposer complies with Title 12, Chapter 36, Article 1 of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. The Proposer's signature below will certify to the County the Proposer's compliance.

u) FAILURE TO SUBMIT PROPOSAL.

Recipients of this solicitation not responding with a proposal should return the "No Proposal" form attached as **Exhibit D** following this Section 1). If a recipient does not submit a proposal or fails to respond by submitting a "no proposal" for three (3) consecutive proposals for the same commodity, they shall be removed from the applicable Proposer/Bidder list.

v) NON-APPROPRIATION

In case of non-appropriation of funds from the County, the federal government or otherwise, the County may terminate the Agreement in whole or in part without further obligation to the Proposer.

w) FORCE MAJEURE.

The Proposer shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without fault or negligence of the Proposer, including unavoidable delays occasioned by strikes, lockouts, acts of God, governmental restrictions, failure or inability to secure materials or labor by reason of priority or similar regulation or order of any governmental or regulatory body, enemy action, civil disturbance, fire, unavoidable casualties, or any other cause beyond the reasonable control of either party hereto. Provided, however, that any failure which the Proposer intends to rely upon as an excuse for failure to perform or failure to perform in a timely manner, shall only be considered by the County if the Proposer has given the County written notice of intention to rely upon such event within ten (10) calendar days after the occurrence giving rise to the delay. Upon the occasion of such event, the parties shall meet and confer, and any additional time necessary shall be fixed by the County, which determination shall be final.

x) IMPROPER INFLUENCE AND PROHIBITION OF GRATUITIES.

i) Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the Procurement Director is strictly hereby prohibited. Violation of this provision may result in suspension or debarment.

ii) Section 8-13-720, as amended, of the 1976 Code of Laws of South Carolina states:

> No person may offer or pay to a public official, public member, or public employee and no public official, public member, or public employee may solicit or receive money in addition to that received by the public official, public member, or public employee in his official capacity for advice or assistance given in the course of his employment as a public official, public member, or public employee.

y) INDEMNIFICATION.

Proposer shall indemnify, defend, and hold harmless the County, its employees, council members, agents, attorneys, and officers from and against all losses, damages, claims, actions and causes of action, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such losses, damages, claims, actions or causes of action related to Proposer's work stemming from or related to this RFP and all agreements arising therefrom. This obligation includes any losses, damages, claims, actions or causes of action of Proposer. This provision applies to, without limitation, liability resulting from (1) injury to or death of any person, (2) damage to real or personal property, (3) economic loss, and (4) any such other losses, damages, or claims related to the acts or omissions of Proposer or anyone acting under its direction or control or on its behalf. The provision applies regardless of the negligence of the County or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the County. Upon request of the County, Proposer shall, at no cost or expense to the County, defend any suit asserting a claim for any loss, damage, or liability specified above, and Proposer shall pay any costs and attorney's fees that may be incurred by the County in connection with any such claim or suit or in enforcing the provisions of this paragraph.

z) PROPOSER'S QUALIFICATIONS.

Proposals shall be considered only from Proposers who are regularly established in the business called for, and who in the judgment of the County are financially responsible and able to demonstrate sufficient evidence of their reliability, ability, experience, facility and personnel directly employed or supervised by the Proposer. Proposer must be able to render prompt and satisfactory service in the volume called for under the award. The County may make such investigation, as it deems necessary to determine the ability of the Proposer to perform the work. Proposer shall furnish to the County all such information and data as the County may request, including, if requested, a detailed description of the method and program of the work which the Proposer proposes to perform. The County reserves the right

to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional proposals will not be accepted.

aa) PROPOSER'S RESPONSIBILITY.

Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work contemplated under this RFP. The failure or omission of a Proposer to acquaint itself with existing conditions shall in no way relieve the Proposer of any obligation with respect to this RFP or any agreement reached with the County.

bb) PUBLICITY RELEASES.

Proposer agrees not to refer to award of the Agreement in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Proposer shall not have the right to include the County's name in its published list of customers without prior written approval by the County. With regard to news releases, only the name of the County, type and duration of Agreement may be used and then only with prior written approval by the County. The Proposer also agrees not to publish, or cite in any form, any comments or quotes from the County Staff, unless it is a direct quote from the County Administrator, and only then with express written permission, noting that the content of the quote is accurate.

cc) SEVERABILITY.

If any term or provision of this RFP or any agreement resulting from this RFP shall be found to be illegal or enforceable, notwithstanding any such legality or enforceability, the remainder of this RFP or of such agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable therefrom.

dd) NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT.

The form attached as **Exhibit E** (to this Section 1) must be completed by any Proposers that are not residents of the state of South Carolina.

ee) ILLEGAL IMMIGRATION REFORM ACT.

By submitting a Proposal, the Proposer certifies that it is in compliance with Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, or that this law is inapplicable to the Proposer and the Proposer's subcontractors. An overview of this law is available at www.procurementlaw.sc.gov/immigration. The Successful Proposer agrees to provide to the County any documentation required to establish either: (a) Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, is inapplicable to the Successful Proposer or any subcontractor, of any tier, to the Successful Proposer; or (b) the Successful Proposer and any subcontractor, of any tier, to the Successful Proposer is in full compliance with Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended. The Successful Proposer will, at all times during the term of its agreement(s) with the County, be in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Successful Proposer shall indemnify, hold harmless, and defend the County against any and all actions, proceedings, penalties, or claims arising out of the Successful Proposer's failure to strictly comply with IRCA or Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended.

ff) SOUTH CAROLINA LAW CLAUSE.

Upon award of a contract under this RFP, the party to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business within the State. Notwithstanding the fact that applicable statutes may exempt or exclude the Proposer from requirements that it be authorized and/or licensed to do business in this State, by submission of a Proposal, the Proposer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising under, and/or related to, this RFP, the Proposal, and any agreement reached between Proposer and the County, and the performance

thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

gg) CONFIDENTIAL INFORMATION.

The County will mark as ***"Confidential"*** any information which the County considers to be proprietary, confidential information (the "County's Confidential Information"). The County's Confidential Information which may be as part of this RFP, or otherwise provided as a part of the procurement process, is the property of the County. Without the prior written consent of the County, the Proposer will not, at any time, use, publish, sell, deliver or otherwise disclose the County's Confidential Information to any third party. The Proposer will promptly advise the County in writing if it learns of any unauthorized use or disclosure of the County's Confidential Information. The County's Confidential Information is and shall continue to be the exclusive property of the County. Immediately upon the Award, the Proposer, if not the Successful Proposer, shall deliver to the County and certify the destruction and/or permanent deletion of all the County's Confidential Information and all copies of the County's Confidential Information, in any media or format, then in its actual or constructive possession or control and the Proposer shall cease using any of the County's Confidential Information.

The Proposer shall indemnify and hold harmless and defend the County from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of any unauthorized use or disclosure of the County's Confidential Information by the Proposer and shall defend all such claims in connection with any alleged infringement of such rights.

The undersigned Proposer has read and understands the provisions contained herein and agrees to be bound by same.

PROPOSER

_____
(Name of Corporation or Entity)

By: _____
Name:_____
Title: _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH PROPOSAL

EXHIBIT A to SECTION 1

RFP #16-15 TITLE SEARCH SERVICES FOR DELINQUENT TAX

EVALUATION CRITERIA

Note: The Proposals will be publicly opened. Only the names of the Proposers will be disclosed at the opening. Contents of the proposal shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award. Proposals must be clearly marked ***"CONFIDENTIAL"*** for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976, *as amended* ("South Carolina Freedom of Information Act"). If any part is designated as ***"CONFIDENTIAL",*** there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure.

Oconee County shall evaluate each written proposal, determine whether oral discussions are necessary, then based on the content of the written proposal and any oral discussion, select the proposer best qualified for the project and which is most advantageous to Oconee County, based on the following factors listed below.

The evaluation criteria will be:

1. **Qualifications/Capabilities of the Firm and Individuals within the firm – 30%**

2. **Experience with similar projects and References – 20%**

3. **Project Description and Schedule – 20%**

4. **Compensation – 30%**

Oconee County reserves the right to accept and/or reject any and all proposals received as a result of this request, and to negotiate with any and all qualified proposers. An award resulting from this RFP shall be made to the responsive and responsible proposer whose proposal is determined to be in the best interests of Oconee County, taking into consideration the cost and the evaluation factors set forth herein. Oconee County will be the sole judge as to whether a proposal has satisfactorily met the requirements of this RFP.

Representatives of Oconee County will evaluate individual proposals. Any proposer determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further. Any proposer that has demonstrated poor performance during either a current or previous agreement with Oconee County may be considered as an unqualified source and their proposal may be rejected. Oconee County reserves the right to exercise this option as is deemed proper or necessary.

EXHIBIT B to SECTION 1

RFP # 16-15 TITLE SEARCH SERVICES FOR DELINQUENT TAX OFFICE

STATEMENT OF ASSURANCE, COMPLIANCE, AND NON-COLLUSION

STATE OF _____)
)
COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

(1) The undersigned, as Proposer, certifies that every provision of this proposal has been read and understood.

(2) The Proposer hereby provides the following representations and assurances:

(a) The Proposer represents that it has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of this RFP, the Work, the locality, local conditions, state, and local laws, ordinances, rules and regulations, as well as all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications; all as may be applicable to the Project and the Work or that may in any manner affect performance of the Work, including, those requirements, terms, and conditions contained within Section 4 (the "Proposal Form") of this RFP. The Proposer further represents that it has correlated its Proposal with the requirements of this RFP; and

(b) The Proposer shall comply with all requirements, stipulations, terms and conditions as stated in this RFP; and

(c) The Proposer currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this RFP; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this RFP; and

(d) The Proposer has not colluded with other Proposers possibly interested in this RFP in arriving at or determining prices and conditions to be submitted; and

(e) No person associated with Proposer's firm is an employee of Oconee County. Should Proposer, or Proposer's firm have any currently existing agreements with the County, Proposer must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and

(f) Such agent as indicated below, is officially authorized to represent the firm in whose name the proposal is submitted.

_____
(Name of Corporation or Entity)

By: _____

Date: _____ Print Name:_____

Title: _____

STATE OF _____)
)
COUNTY OF _____)

I, _____ , Notary Public for the State of _____, do hereby certify

_____, by _____, its _____
(Name of Corporation or Entity) (Signatory) (Title of Signatory)
personally appeared before me this day and acknowledged the due execution of the foregoing.

Witness by my hand this _____ day
of _____ , 2017.

_____

Notary Public for_____

My Commission Expires: _____

EXHIBIT C to SECTION 1

RFP # 16-15 TITLE SEARCH SERVICES FOR DELINQUENT TAX OFFICE

DRUG FREE WORKPLACE ACT STATEMENT

The undersigned hereby certifies that it understands and is in full compliance with the requirements set forth in Chapter 107 of Title 44 of the South Carolina Code of Laws, as well as the Drug-Free Workplace Act of 1988, including all implementing regulations.

_____
(Name of Corporation or Entity)

By: _____

Date: _____ Print Name:_____

Title: _____

STATE OF _____)
)
COUNTY OF _____)

I, _____ , Notary Public for the State of _____, do hereby certify

_____, by _____, its _____
(Name of Corporation or Entity) (Signatory) (Title of Signatory)
personally appeared before me this day and acknowledged the due execution of the foregoing.

Witness by my hand this _____ day

of _____ , 2017.

_____

Notary Public for_____

My Commission Expires: _____

EXHIBIT D to SECTION 1

RFP # 16-15 TITLE SEARCH SERVICES FOR DELINQUENT TAX OFFICE

NO RESPONSE

If a "No Proposal" is to be submitted, please check the appropriate box(es) below and return this form, prior to the proposal opening date, to:

Robyn Courtright, Procurement Director
Oconee County Procurement Office
Room 100
415 South Pine Street
Walhalla, SC 29691

Cannot respond to this solicitation due to the following reason:

- ❑ Do not sell or provide the requested goods or services
- ❑ Cannot comply with specifications/statement of work
- ❑ Specifications/statement of work is unclear
- ❑ Cannot meet delivery or period of performance
- ❑ Delivery/period of performance is unreasonable
- ❑ Cannot meet the bond requirements
- ❑ Not enough time to prepare proposal
- ❑ Plan to subcontract
- ❑ Job is too large
- ❑ Job is too small
- ❑ Other(please specify) _____

_____

_____

_____
(Name of Corporation or Entity)

By: _____

Date: _____

Print Name:_____

Title: _____

EXHIBIT E to SECTION 1

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

I-312
(Rev. 7/28/06)
3323

Mail to: The company or individual you are contracting with.

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As):

   _____

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring or Contracting with:
   Name: _____
   Address: _____

   _____ Receiving Rentals or Royalties From:
   Name: _____
   Address: _____

   _____ Beneficiary of Trusts and Estates:
   Name: _____
   Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
   ☐ The South Carolina Secretary of State or
   ☐ The South Carolina Department of Revenue
   Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

_____ (Seal) _____
Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) Date

If Corporate officer state title: _____

_____
(Name - Please Print)

33231010

SECTION 2 INTRODUCTION & BACKGROUND

In order to effectively and efficiently collect delinquent taxes owed, the Oconee County Delinquent Tax Collector is tasked with selling those parcels of real property with unpaid taxes at an annual tax sale. The 2017 Tax Sale will be held on Monday, November 6, 2017. In order to perform this task, the Delinquent Tax Office requires a title search and update on each parcel of real property to be sold.

The previous five year Title Search Contract was awarded to Anna Prater, LLC. The Delinquent Tax Office estimates that there will be approximately 2,000 20-year title searches required annually, although this number is subject to change. Oconee County currently pays $80.00 each for 20-year searches and $40.00 each for updates.

The primary purpose of the title search is to ensure that all interest holders are notified of the delinquency and tax sale, and to ensure that anyone with the right to redeem is notified. According to SC Code of Laws Title 12, Chapter 51, this includes "the defaulting taxpayer, any grantee from the owner, or any mortgage or judgment creditor". The title searches should therefore provide all information relating to any person or entity which holds an interest such as those listed previously in and to the property in question. This should include current and/or possible owners, creditors, mortgage holders, lien holders, etc. Electric line rights-of-way are not required unless the Consultant deems the information to be pertinent.

General Requirements

1. The Consultant will work closely with a supervising attorney of their choice and the Oconee County Delinquent Tax Office in the performance of a 20-year title search and update on each parcel assigned.
2. Work will begin on or about June 1 of each year in which a tax sale will be held and shall be submitted as delineated in Section 3, with final submission due two weeks prior to the tax sale date for the year the work is being performed.

Term of Contract

Although the County will be issuing a contract on an annual basis to perform the work as outlined in this RFP, the County and the Consultant understand that each contract period will be for approximately seventeen months. This period of time is required for title updates to be performed on all property that is not redeemed within the twelve-month period after the initial title search has been completed.

The County may renew the contract, if it appears to be in their best interest and it is agreeable with the contracted vendor. Said renewal will be on an annual basis and will not exceed four (4) additional annual renewals, for a total of five years.

SECTION 3 SCOPE OF SERVICES

For each parcel of real property assigned by the Delinquent Tax Office the following applies:

1. For each title search, the Consultant will check all relevant records; including current owner(s), mortgages, liens, and probate for up to a period of twenty years. Any mortgage or lien holder, or creditor of any sort, of record will be noted along with their address.

2. All title searches will be performed under the direct supervision of an attorney in good standing and licensed to practice law in the state of South Carolina, so that the Consultant will not be engaged in the unauthorized practice of law or otherwise operating in a manner inconsistent with state or

federal statutory or decisional law. The supervising attorney shall provide a certificate affirming his or her direct supervision as to the title work for each parcel. The cost of this attorney supervision will be borne by the Consultant.

3. The Delinquent Tax Collector will provide the Consultant with an initial list of 250 parcel numbers and taxpayers' names on or about June 1 of the year in which the tax sale will be held.

4. Upon completion and delivery of the initial 250 title searches, as determined by the Delinquent Tax Office, a subsequent list of 250 parcel numbers and taxpayers' names will be provided for completion. As each batch of 250 title searches is completed and delivered, a subsequent list of up to 250 parcels will be provided until all title searches have been completed. All title searches are to be completed two weeks prior to the tax sale date for the year in which the work is being performed.

5. A title update shall be required on all property that is not redeemed within twelve months after the Tax Sale has taken place. Title updates shall begin no later than July 15, of the year following the tax sale year, with completion no later than August 15, of the year following the tax sale year.

The Consultant shall submit to the Delinquent Tax Office, a separate hard copy or digital copy for each title search performed. Digital copies are accepted in PDF format, with a file name formatted as follows: 2017TSxxx-xx-xx-xxx.pdf. In this format, the "x" variables are to be replaced with the respective tax map numbers.

For each 20-year title search and title update the Consultant shall submit a typewritten summary sheet, approved by the Tax Collector, to include the following where applicable:

- Parcel Tax Map Number, description, and owners name to identify the parcel
- Chain of Title indicating current owner(s)
- Tax Liens
- Judgments
- Probate Court Records
- Mortgages and Mortgage Holders
- Current Plat or Survey
- Lis Pendens
- Bonds for Title
- New Owners and Potential Owners
- Names and Addresses of all parties who hold any interest in the real property
- Any other applicable public records
- Pertinent Comments such as potential issues or errors in county records.

In addition to the typewritten summary sheet, each 20-year title search and title update will include a copy of the most current deed, as well as copies of any pertinent documents such as those indicating a lien holder, judgment, transfer of ownership, etc.

The Delinquent Tax Collector reserves the right to withdraw any parcel from the active list upon verbal or written notice to the Consultant. The Consultant will be paid for work which is completed and this work shall be submitted at least two weeks prior to the tax sale date. All verbal notices to withdraw any parcel will be followed up with a written notice from the Delinquent Tax Office.

The Consultant will only be responsible for information provided by the Delinquent Tax Office and the records on file in Oconee County. Mapping files are not an acceptable source of information.

SECTION 4 PROPOSAL FORM

Name of Party making the Proposal: _____

To: Procurement Director for Oconee County

RFP # 16-15 TITLE SEARCH SERVICES FOR DELINQUENT TAX OFFICE

1. Pursuant to RFP # 16-15, including all accompanying and referenced documents, the undersigned submits the following:

A) A description of corporate qualifications and relevant experience of the undersigned, including, without limitation, a thorough summary of the undersigned's qualifications to perform the work required, the general qualifications and technical competency of the individuals in the firm, the specific qualifications and technical competency of the individuals to be involved in the project. Include the name and experience of the Main Contact Person, and a comprehensive list of similar projects he/she has completed in the past ten (10) years, to include the name and telephone number of the undersigned's contact persons for such projects.

B) A detailed description of the general experience of the firm and examples of specific experience on projects of similar scope in the Title Search field. Describe what differentiates your company and proposal from your competitors. Questions and References detailed in Section 5 will be applicable to this Experience section for the Evaluation Criteria.

C) A detailed description of how the project is to be approached and completed. Address all items requested in the Scope of Services section. Proposal should include a complete sample for a full title search including notes. Proposal should include a preliminary schedule to complete the required work based upon a start date of June 1, 2017. Clearly state a proposed schedule to meet the deadline of two weeks prior to the Tax Sale date of Monday, November 6, 2017. Also address the Consultant's overall workload during this period and availability to meet stated deadline.

D) The name, experience and percentage of work to be performed by any subcontractors who shall receive any subcontract.

E) Due to the scope of this project, compensation shall be based on the selected firm's rate schedule. Respondents are requested to provide a fee schedule with their proposal, which may be marked "CONFIDENTIAL", and will not be subject to disclosure as part of the public record. Respondents are requested to provide a fee for each of the following services:

a. Fee for each Title Search, to be all inclusive of all services detailed in Scope of Services
b. Fee for each Title Update

F) Attach a statement that the undersigned will comply with the insurance requirements stated in General Information, section (6) (o).

2. Each individual Proposal shall be evaluated based on the requirements and specifications and all other portions of the Proposal documents, and shall include all items necessary to perform the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Agreement.

3. It is understood and agreed that if awarded, the party making the Proposal will execute and deliver to the County the Agreement, as well as certificates of insurance on or before the tenth (10th) day following receipt of

County's Notice to Proceed.

4. The party making the proposal hereby certifies that it has all required licenses necessary to provide all services contemplated in this RFP; that such licenses will be in full force and effect throughout the duration of performance under the agreement; and that any and all subcontractors to be employed by the undersigned will have appropriate licenses.

5. The party making the proposal hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of set forth in Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, and the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the party making the proposal shall indemnify, hold harmless, and defend the County against any and all actions, proceedings, penalties, or claims arising out of the party making the Proposal's failure to comply strictly with the foregoing.

6. It is understood and agreed that if requested by the County, the party making the Proposal shall furnish additional notarized financial statements, references, and other information required by the County sufficiently comprehensive to permit an appraisal of the party making the Proposal's ability to perform the Agreement.

7. The undersigned hereby warrants that all services shall be completed in a timely fashion pursuant to the Agreement. Time is of the essence.

8. The undersigned warrants that the required Non-Collusion Affidavit has been properly executed, notarized and is attached.

THE UNDERSIGNED hereby declares that all of the representations of this Proposal are made under penalty of perjury under the laws of the State of South Carolina.

_____
(Name of Corporation or Entity)

By: _____
Print Name:_____
Title: _____

Date: _____

ATTEST:

_____
Print Name:_____
Title: _____

SECTION 5
INFORMATION REQUIRED OF PARTY MAKING THE PROPOSAL

THIS SECTION MUST BE FULLY COMPLETED

The party making the Proposal shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the Proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Party making the Proposal's firm and any of its owners, officers, directors, shareholders, parties or principals. County has discretion to request additional information depending on the Project.

1. Firm name and address: _____

   _____

2. Telephone No.: _____

3. Type of Entity: (check one) Individual ____ Partnership ____ Corporation ____

   Limited Liability Company ____ Other _____

4. License No. (if any) _____

   Class:_____

   Name of license holder _____

   D-U-N-S Number _____

5. Have you or any of your principals ever been licensed under a different name or different license number? _____ Response must include information pertaining to principals' association outside of the firm.

   If Yes, give name and license number: _____

6. Names and titles of all principals of the firm:

_____	_____
_____	_____
_____	_____
_____	_____

7. Number of years in the industry: _____

8. Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm. _____ If the answer is "Yes," give date(s), name(s), and address(es) of surety and details. _____

_____

_____

_____

_____

9. Have you or any of your principals been assessed damages for any services rendered in the past three (3) years? Response must include information pertaining to principals' association outside of the firm. _____

If Yes, explain:_____

_____

_____

_____

10. Have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to services rendered during the past three (3) years? Response must include information pertaining to principals' association outside of the firm. _____

If Yes, explain: _____

_____

_____

_____

11. Have you or any of your principals ever failed to complete a contract in the last three (3) years? Response must include information pertaining to principals' association outside of the firm. _____

If Yes, explain: _____

_____

_____

_____

_____

12. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the County? _____

If Yes, explain: _____

_____

_____

_____

13. List of References:
Contracts of similar nature within the last three (3) years. County has discretion to require more than three (3) references.

Name: _____

Address and Telephone: _____

_____

Email: _____

Contact Person: _____

Type of Contract: _____

Dates of commencement and
Completion of Contract: _____

Contract Amount: _____

Name: _____

Address and Telephone: _____

_____

Email: _____

Contact Person: _____

Type of Contract: _____

Dates of commencement and
Completion of Contract: _____

Contract Amount: _____

Name: _____

Address and Telephone: _____

_____

Email: _____

Contact Person: _____

Type of Contract: _____

Dates of commencement and
Completion of Contract: _____

Contract Amount: _____

14. Where is your nearest office to Oconee County, South Carolina?

_____

15. Name(s) and bios of person(s) who will serve as our contact.

_____

_____

16. How many employees are in your company? _____

17. Name, phone number and email for person who will be the main contact for any questions arising from this RFP: _____

_____

_____

I certify and declare under penalty of perjury under the laws of the State of South Carolina that the foregoing Information Required of the Party Making the Proposal provided by me herein is true and correct. Executed this ____ day of _____, 20___.

_____
(Name of Corporation or Entity)

By: _____
Print Name:_____
Title: _____

STATE OF _____)
)
COUNTY OF _____)

I, _____ , Notary Public for the State of _____, do hereby certify

_____, by _____, its _____
(Name of Corporation or Entity) (Signatory) (Title of Signatory)
personally appeared before me this day and acknowledged the due execution of the foregoing.

Witness by my hand this _____ day
of _____ , 2017.

_____

Notary Public for_____

My Commission Expires: _____

SECTION 6 OTHER

All inquiries concerning this proposal shall be addressed to:

Robyn Courtright, Procurement Director
Oconee County Procurement Office
415 South Pine Street, Room 100
Walhalla, South Carolina 29691
Telephone: (864) 638-4141
Fax: (864) 638-4142
E-mail: rcourtright@oconeesc.com

Contact with other departments or County representatives without permission of the Procurement Director may render your proposal void.

SECTION 7 SAMPLE CONTRACT

The Sample Contract is attached as a separate PDF document, entitled, "Professional Services Agreement".