



CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, July 3rd, 2023 at 6:00 PM

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
 - a. June 26th, 2023 minutes.
 - b. June 20th, 2023 minutes.
- 4. Citizen Comments**
- 5. Public Hearing**
 - a. **3rd Reading of 2023-13** An Ordinance Authorizing (1) The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between The County And [Project 2247] In Connection With The Establishment Of Certain Facilities Located In The County; (2) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To [Project 2247] And The Property; And (3) Other Related Matters.
 - b. **3rd Reading Of 2023-15** Amending Ordinance No. 2018-11, As Amended And Clarified By Ordinance No. 2022-13, To Provide For The Allocation Of Fee In Lieu Of Tax Revenues For Some Property Located In The County; And Providing For Other Related Matters.
- 6. Ordinances/Resolutions/Proclamations**
 - a. **3rd Reading Of 2023-15** Amending Ordinance No. 2018-11, As Amended And Clarified By Ordinance No. 2022-13, To Provide For The Allocation Of Fee In Lieu Of Tax Revenues For Some Property Located In The County; And Providing For Other Related Matters.
 - b. **2nd Reading of 2023-16** An Ordinance to Amend the Chester County Gateway District Master Plan Steering Committee Enabling Act.
 - c. **2nd Reading of 2023-17** An Ordinance to Amend the Chester County Procurement Policy.
- 7. Administrator's Report**

8. Old Business

a. 3rd Reading of CCMA23-06 E & J Gallo Winery requests 0.24 acres of a portion of Tax Map #165-00-00-066-000 on or near Highway 21 (Catawba River Rd) to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). *Planning Commission voted 6-0 to approve.*

b. 3rd Reading of CCMA23-08 Chiffon Crawley request Tax Map #069-05-25-002-000 at 527 West White Street, Chester, SC 29706 to be rezoned from Multi-family Residential District (RG-1) to General Residential District (RG-2). *Planning Commission voted 6-0 to approve.*

9. New Business

a. Council to approve bid RFP 2223-14 David Lex Minors Park Field Lighting to West Electrical Contractors out of Newberry, SC in the amount \$ 279,520.00 dollars. Susan Cok.

b. Council to approve a two-year contract to Prepared 911 in the amount of \$30,400 dollars for 911. Sheriff Max Dorsey.

c. Council to approve award from a FEMA grant for a new ambulance to Richburg Fire Department in the amount of \$224,112.91 with a 5% match of \$11,205.64. Mike Ehrmantraut.

d. Approval of the Performance bond for Walkers Mill. Attorney Winters.

10. Boards and Commissions

a. Appointment to the Gateway Steering Committee. - County Council.

b. Appointment to the Gateway Steering Committee. - County Council.

c. Resignation from Parks and Recreation Advisory Committee. Vice Chairman Wilson

11. Executive Session

a. Economic Development Matter- Project 2341.

b. Discuss a personnel matter regarding Administration.

12. Council Actions Following Executive Session

a. Action taken regarding Economic Development Matter- Project 2341.

b. Action taken regarding personnel Administration matter.

13. Council Comments

14. Adjourn

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

Guidelines for Addressing Council

Citizens Comments:

- Each citizen will be limited to three minutes.

Public Hearings:

- Each speaker will be limited to three minutes.

When introduced:

- Approach the podium, state your name and address.
- Speak loudly and clearly making sure that the microphone is not obstructed.
- Do not address the audience – direct all comments to Council.
- Do not approach the Council table unless directed.

Anyone addressing Council will be called out of order if you:

- Use profanity
- Stray from the subject
- Make comments personally attacking an individual member of Council



CHESTER COUNTY COUNCIL MEETING SPECIAL CALLED

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday June 26th, 2023 at 6:00 PM

Minutes

Present: Chairman Branham, Vice Chairman Wilson, Councilman Vaughn, Councilman Agee, Councilman Guy, Councilwoman Mosley, County Administrator Hester, County Attorney Winters and Clerk to Council Lee.

Absent: Councilman Killian.

1. **Call to Order**-Chairman Branham called the meeting to order.
2. **Public Hearing**-Hearing was opened.

a. 3rd Reading of 2023-14 Chester County Fiscal Year 2023/2024 Budget to Establish Operating And Capital Budgets For The Operation Of The County Government Of Chester County, South Carolina For The Fiscal Year Commencing July 1, 2023; To Provide For The Levy Of Taxes For Chester County For The Fiscal Year Commencing July 1, 2023; To Provide For The Expenditure Of Tax Revenues And Other County Funds; To Provide For Other County Purposes; To Authorize The County To Borrow Money In Anticipation Of Taxes And To Provide For The Repayment Of Sums Borrowed By The County Governing Body; To Provide For The Payment Of Tort Claims And Worker's Compensation Claims Against Chester County; To Provide For Certain Fiscal And Other Matters Relating To County Government.

No one signed up to speak. Public hearing was closed.

3. **Ordinances/Resolutions/Proclamations**

a. 3rd Reading of 2023-14 Chester County Fiscal Year 2023/2024 Budget to Establish Operating And Capital Budgets For The Operation Of The County Government Of Chester County, South Carolina For The Fiscal Year Commencing July 1, 2023; To Provide For The Levy Of Taxes For Chester County For The Fiscal Year Commencing July 1, 2023; To Provide For The Expenditure Of Tax Revenues And Other County Funds; To Provide For Other County Purposes; To Authorize The County To Borrow Money In Anticipation Of Taxes And To Provide For The Repayment Of Sums Borrowed By The County Governing Body; To Provide For The Payment Of Tort Claims And Worker's Compensation Claims Against Chester County; To Provide For Certain Fiscal And Other Matters Relating To County Government. Councilman Guy motioned to approve, second by Councilwoman Mosley. Treasurer Darby stated changes from the second reading included: Added a reserve for encumbrance in General Fund department 710 in the amount of \$ 552.459, this was for purchase orders that had been processed but would not be received prior to June 30. The following were carried over: Fort Lawn Fire department-generator \$15,082.00, Airport-Generator \$15,822.00, Rural Fire-MSA Battery \$42,444.00, EMA-Gator \$12,800.00, MEDLITE EMA Transport \$3915.00, Stryker Flex Financial

\$33,028.00, Ambulance \$346,568.00 and Ambulance Chassis \$82,800.00. Also added was \$95,713 to the Chester Fire district, they had requested capital skid unit for a brush truck and two SUV's. The other change was wording in section eight to remove "Myrtle Beach and Hilton Head" to Coastal Area Travel. Councilwoman Mosley withdrew her second, Councilman Guy withdrew his motion.

Councilman Guy motioned to approve adding the reserve and encumbrance to the general fund department also adding \$95,000 to Chester Fire District and changing the wording from Myrtle Beach to Hilton Head to the Coastal Area, second by Councilwoman Mosley. Vote 6-0 to approve. Councilman Agee recused from voting on (Senior Services) of the budget since his wife was the chairman of that board.

b. 2023-13 Resolution to Approve County 2023-2024 Departmental Organizational Charts.

Councilman Vaughn motioned to approve, second by Councilwoman Mosley. Unanimous vote.

c. 1st Reading of 2023-17 An Ordinance to Amend the Chester County Purchasing and Contracting Policies and Procedures Procurement Manual.

Councilman Agee motioned to approve, second by Councilman Vaughn. Administrator Hester stated himself along with Attorney Winters and Purchasing Director Cok were still in the process of making changes but would be completed by the third reading. A lot of the changes were mirrored with what the state uses.

Councilman Agee stated on page 12 and 13 if they would take a close look at that and bring those changes back by the second reading.

Administrator Hester stated changes would be made to page 28 under Emergency Purchases/Emergency Construction along with others. Unanimous vote.

4. Adjourn

Councilman Agee motioned to adjourn, second by Councilwoman Mosley. Unanimous vote.

Time: 6:35

Karen Lee, Clerk to County Council

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.



CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Tuesday, June 20, 2023 at 6:00 PM

Minutes

Present: Chairman Branham, Vice Chairman Wilson, Councilman Vaughn, Councilman Agee, Councilman Guy, County Administrator Hester, County Attorney Winters and Clerk to Council Lee.

Absent: Councilman Killian. Councilwoman Mosley with prior notification.

1. **Call to Order-** Chairman Branham called the meeting to order.
2. **Pledge of Allegiance and Invocation-** Pledge was recited in unison: Councilman Guy gave the invocation.

Councilman Agee motioned to accept the withdrawal for rezoning from D. R. Horton to remove properties associated with Magnolia Trace for tax map numbers 135-00-00-032-000, 136-00-00-042-000, 135-00-00-019-000 and 135-00-00-020-000, second by Councilman Guy. Vote 5-0 to approve.

Councilman Guy motioned to remove 10.c from the agenda, second by Councilman Vaughn. Vote 5-0 to approve. Councilman Agee motioned to remove 11.c from the agenda, second by Councilman Guy. Vote 5-0 to approve.

3. **Approval of Minutes**
 - a. **June 5th, 2023 Council Minutes.**
Vice Chairman Wilson motioned to approve, second by Councilman Guy. Unanimous vote.

4. **Citizen's Comments**

Marc Howie, 112 Hallet Street, Fort Mill, SC stated he was the Vice President of Community Development for York Electric Company and had been appointed to the I-77 Regional Economic Development Alliance and would be working closely with the County Economic Development team in Chester. He would be the contact person if Council had any problems regarding York Electric.

5. **Ordinances/Resolutions/Proclamations**
 - a. **2023-14 Resolution to Gift the Service Weapon to John "Trey" Hunter III.**
Councilman Agee motioned to approve, second by Vice Chairman Wilson. Unanimous vote.
 - b. **2023-15 Resolution to Gift the Service Weapon to Sandra Stinson.**
Councilman Guy motioned to approve, second by Councilman Vaughn. Unanimous vote.

c. 2nd Reading Of 2023-15 Amending Ordinance No. 2018-11, As Amended And Clarified By Ordinance No. 2022-13, To Provide For The Allocation Of Fee In Lieu Of Tax Revenues For Some Property Located In The County; And Providing For Other Related Matters.
Vice Chairman Wilson motioned to approve, second by Councilman Vaughn. Unanimous Vote.

6. Administrators Report

Administrator Hester gave updates on the following:

Fire Trucks: regarding the order of fire trucks, they would have to stay with what had been ordered since it would cost the County a hefty price to change each truck.

Rodman Sports complex: the opening for bids was June 22.

Burnt Meeting House Cemetery Ad-Hoc Committee:

Public Works along with some committee members spent two days cleaning and removing brush and will go back to spray herbicides on the vegetation. Attorney Winters was working on an agreement with Mr. McWatters regarding obtaining an easement. They put up signs stating “closed for maintenance” while they were still in the process of cleaning the site.

Commerce Drive: The fence along the road had been cleaned up by Public Works, they plan to spray the fence with herbicides every six months to control the weeds and grass.

Animal Control: They took in 122 dogs last month and 97 were adopted out. A lady from California seen one of the dogs on the animal control’s Facebook page and flew here to adopt the dog she had seen on the page.

Recycling: The new Recycling Coordinator Molly Knowlton had been busy teaching the importance of recycling by starting a program. She also reached out to DHEC who paid for a billboard to promote it. The billboard is located on JA Cochran bypass next to Freeman’s Gas Company.

7. Old Business

a. 2nd Reading of CCMA23-06 E & J Gallo Winery requests 0.24 acres of a portion of Tax Map #165-00-00-066-000 on or near Highway 21 (Catawba River Rd) to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3). Planning Commission voted 6-0 to approve.
Councilman Vaughn motioned to approve, second by Councilman Agee. Unanimous vote.

b. 2nd Reading of CCMA23-08 Chiffon Crawley request Tax Map #069-05-25-002-000 at 527 West White Street, Chester, SC 29706 to be rezoned from Multi-family Residential District (RG-1) to General Residential District (RG-2). Planning Commission voted 6-0 to approve.
Vice Chairman Wilson motioned to approve, second by Councilman Vaughn. Unanimous vote.

~~**c. 2nd Reading of CCMA22-19** D.R. Horton Inc request Tax Map # 135-00-00-019-000 on Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). *Planning Commission voted 6-0 to approve.* **Removed from agenda.**~~

~~**d. 2nd Reading of CCMA22-20** D.R. Horton Inc request Tax Map # 135-00-00-020-000 on Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). *Planning Commission voted 6-0 to approve.* **Removed from agenda.**~~

~~**e. 2nd Reading of CCMA22-21** D.R. Horton Inc request Tax Map # 135-00-00-032-000 on Lancaster Hwy to be rezoned from Limited Industrial District (ID-2) to Planned Development District (PD). *Planning Commission voted 6-0 to approve.* **Removed from agenda.**~~

~~f. 2nd Reading of CCMA22-22 D.R. Horton Inc request 9.45 acres of Tax Map # 136-00-00-042-000 on Lancaster Hwy to be rezoned from Restricted Industrial District (ID-1) to Planned Development District (PD). Planning Commission voted 6-0 to approve. Removed from agenda.~~

g. Proposed amendments to the Gateway District Enabling Act. Administrator Hester.

Administrator Hester stated he had worked with the Gateway District Committee over the past months. The changes the Commission would like to make were as follows:

Membership/Terms of Members (I.a.) Non-residents may not exceed four (4) members at any time on committee. They would have to have a vested interest in the County in order to be considered, such as owning property here or someone who grew up in Chester and still has an interest in Chester County.

(I.d.) Each member shall serve for a term of two years. Members seeking to maintain their committee seat beyond the expiration may be reappointed with County Council approval by recommendation from the County Administrator or designee. **(I.e.)** Members who wish to remain on the Committee following the expiration of their term and non-reappointment may do so in an Emeritus status. While in the emeritus status, the member may not vote on issues but may engage in discussion with the Committee during its meetings. **(I.f.) line three.** By existing members of the committee or from the County Administrator, their designee, and ratified by the approval of Chester County Council

Duties and Responsibilities (II.a.) To advise the County Administrator or assigned through discussion with County Administrator on any matter affecting the implementation of the Gateway District Master Plan, and any amendments or changes that the committee may recommend to the County Administrator for adoption. **(II. c.)** Recommend County Administrator **(II.f.)** Establish and recommend County Administrator. **(II.g.)** Submit to the County Administrator.

Officers; Meetings; Records (IV.c.) Chester County Council shall receive copies of the minutes for information at the next regularly scheduled County Council meeting to follow the meeting of the Committee. Vice Chairman Wilson asked if the minutes could be added to there agenda packets. Clerk to Council stated yes. He then motioned to approve by title only with the changes, second by Councilman Agee. Unanimous vote.

h. Proposed amendments to the Litter Ordinance. Councilman Vaughn.

Councilman Vaughn stated he would like to add more changes to the litter ordinance which would include removing/adding under sections:

~~Section 46-93 2.b.1. Remove-which shall be under the supervision of the court.~~

~~Section 46-93 4. d. Remove- must Add- shall. Remove-which shall be under the supervision of the court.~~

~~Section 46-93 4.e. -Remove-which shall be under the supervision of the court.~~

~~Section 46-93 4. f. Remove- which labor or public service shall be under the supervision of the court,~~

~~Section 46-93 4. I, Remove (publication fees should be added to magistrates budget.)~~

~~Section 46-93 4. j. Remove- must Add -shall~~

~~Section 46-93 4. k. Remove- must Add- shall~~

~~Section 46-93 4.o. Remove -All Add- For -Remove- shall be under the supervision of the court and~~

~~Section 46-93 5. Adding to section 5 at the bottom after c.2.~~

Nothing in this section shall be construed as granting any cause of action against the State, any political subdivision, or any employee thereof acting in their official capacity to an individual performing community service under this section who is completing litter pickup without direct oversight, including any claim under Workers Compensation. Routine follow up to ensure completion of litter pickup by a county, municipality, or state employee is not considered oversight.

Councilman Vaughn also asked County Attorney Winters to reach out to the Attorney General for an opinion whether magistrates must follow state statues. He then motioned to approve with the proposed amendments, second by Vice Chairman Wilson. Unanimous vote.

8. New Business

a. Council to approve Bid RFP2223-12 for Janitorial Services to TJ's High Quality Cleaning Services of Chester, SC in the amount of \$8454.45per month for 10 locations. Susan Cok and Robert Hall.

Vice Chairman Wilson motioned to approve, second by Councilman Vaughn. Unanimous vote.

9. Boards and Commissions

a. Reappointment to the Radio Users Advisory Committee-Council Council.

Councilman Vaughn motioned to reappoint Barkley Ramsey, second by Councilman Guy. Unanimous vote.

b. Reappointment to the Radio Users Advisory Committee-County Council.

Councilman Agee motioned to reappoint Bill Baxter, second by Vice Chairman Wilson. Unanimous vote.

c. Appointment to Catawba Regional Council of Governments- County Council.

Chairman Branham motioned to appoint Bill Bundy, second by Vice Chairman Wilson. Vote 4-0 to approve. Councilman Agee recused stating Mr. Bundy worked for him.

10. Executive Session

Councilman Guy motioned to go into executive session, second by Councilman Vaughn. Unanimous vote.

- a. To receive legal advice regarding Project 2106. Attorney Winters.
- b. To receive legal advice regarding Project 2336. Attorney Winters.
- c. To receive legal advice regarding Project 2341. Attorney Winters.
- d. To receive an update on a contractual matter regarding the Assessor's Office. Attorney Winters.
- e. To receive an update on a personnel matter regarding the HR Office. Attorney Winters.
- f. To receive a legal update regarding Economic Development. Attorney Winters.

11. Council Actions Following Executive Session

Vice Chairman Wilson motioned to go back to regular session, second by Councilman Vaughn. Unanimous vote.

- a. **Action taken regarding Project 2106.** Taken as information only.
- b. **Action taken regarding Project 2336.** Taken as information only.
- c. **Action taken regarding Project 2341.** Taken as information only.
- d. **Action taken regarding the Assessor's Office.** Taken as information only.
- e. **Action taken regarding the HR Office.** Taken as information only.
- f. **Action taken regarding Economic Development.** Taken as information only.

12. Council Comments

Councilman Agee thanked retired officers Sandy Stinson and Trey Hunter for their dedication. Councilman Vaughn stated Martha Weir Stevenson passed away who had been battling cancer his thoughts and prayers were with the family.

13. Adjourn

Councilman Guy motioned to adjourn, second by Vice Chairman Wilson. Unanimous vote.

TIME: 8:15 PM

Karen Lee, Clerk to County Council

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified, and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

CHESTER COUNTY ORDINANCE NO. 2023-15

AMENDING ORDINANCE NO. 2018-11, AS AMENDED AND CLARIFIED BY ORDINANCE NO. 2022-13, TO PROVIDE FOR THE ALLOCATION OF FEE IN LIEU OF TAX REVENUES FOR SOME PROPERTY LOCATED IN THE COUNTY; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the County Council previously enacted Ordinance No. 2018-11 (“2018 Ordinance”), which provided for an allocation of fee in lieu of tax revenues;

WHEREAS, the County Council previously enacted Ordinance No. 2022-13, which amended and clarified the 2018 Ordinance (“2022 Ordinance,” with 2018 Ordinance, collectively “Prior Ordinance”);

WHEREAS, the County Council intends to amend the manner in which revenue is allocated under the Prior Ordinance as provided in this Ordinance; and

WHEREAS, each capitalized term used, but not defined, in this Ordinance has the meaning ascribed to that term in the Prior Ordinance:

NOW, THEREFORE, BE IT ORDAINED by the County Council as follows:

Section 1. Amendment. The Prior Ordinance is amended as follows:

- a. Section 1 (Allocation of Revenue), paragraph (A) of the Prior Ordinance is stricken in its entirety and replaced with the following:

(A) From each payment due as a part of any Project that is subject to a negotiated fee in lieu of tax agreement, located in a multi-county industrial/business park, or both, net of any portion due: (i) a partner county, (ii) any other party to another agreement, as a credit, (iii) as otherwise provided by any agreement or applicable state law, or (iv) any combination of (i), (ii), and (iii) (collectively, “Net FILOT Payment”), the County shall (w) set aside 4.0% of each Net FILOT Payment to be used primarily for the County’s economic development, (x) provide the fire district in which jurisdiction the Project is located with 5.0% of each Net FILOT Payment, (y) provide the Chester County School District with 15%; and (z) retain the remainder of each Net FILOT Payment for use as the County deems appropriate.

;

- b. Section 1 (Allocation of Revenue), paragraph (C) of the Prior Ordinance is stricken in its entirety and replaced with the following: “[Reserved]”; and
- c. Section 2 (Clarification) of the 2022 Ordinance is stricken in its entirety and replaced with the following: “[Reserved]”.

Section 2. Suspension of Net FILOT Payment. In addition to the County’s rights reserved under Section 3 of this Ordinance, the County may, by resolution or ordinance, withhold one or more Net FILOT Payments that would otherwise have been payable according to this Ordinance or the Prior Ordinance and use the withheld Net FILOT Payment, to fund and/or finance one or more projects for use by the entity to which each Net FILOT Payment would have otherwise been payable.

Section 3. Reservation to County. This Ordinance is not a contract with any taxing entity. The County reserves the right to amend this Ordinance, or the Prior Ordinance, or both, at any time, from time to time, as often as the County, in its sole discretion, deems appropriate. A taxing entity, other than the County, is not entitled (a) to rely on this Ordinance or the Prior Ordinance or (b) pledge any of the revenue anticipated to be

received as a result of this Ordinance or the Prior Ordinance.

Section 5. Authorization for County Officials to Execute Documents. The Council authorizes the County Administrator, Clerk to County Council and other County Officials to execute and consent to documents and instruments as may be necessary to affect this Ordinance's intent.

Section 6. General Repealer. Each ordinance, resolution, order, policy, or similar directive, or any part of the same, in conflict with this Ordinance is, to the extent of that conflict, repealed.

Section 7. Pledge Agreement. This Ordinance is not intended to, and does not, have any impact on any Net FILOT Payment for (a) any investment made on or before the "Fee Agreement," dated as of October 5, 2009, with Southeastern Petroleum LLC, or (b) the investments and/or agreements described in the Pledge Agreement, dated June 28, 2018, between the County and the Chester Facilities Corporation, related to the \$19,255,000 Installment Purchase Revenue Bonds (Chester County 2018 Projects) Taxable Series 2018 (collectively, "Bonds") for so long as those Bonds remain outstanding.

[SIGNATURE PAGE FOLLOWS]
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CHESTER COUNTY, SOUTH CAROLINA

By: _____
Chairman, Chester County Council
Chester County, South Carolina

ATTEST:

Clerk to Council, Chester County Council
Chester County, South Carolina

First Reading: June 5, 2023
Public Hearing: July 3, 2023
Second Reading: June 20, 2023
Third Reading: July 3, 2023



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Ordinance No. 2023-16

AN ORDINANCE TO AMEND THE CHESTER COUNTY GATEWAY DISTRICT MASTER PLAN STEERING COMMITTEE ENABLING ACT

WHEREAS, Chester County has the authority under S.C. Code §4-9-30 to adopt ordinances and to promulgate rules and regulations pertaining to its government and affairs, and to review interpret and amend its ordinances, rules and regulations; and

WHEREAS, Chester County Council is empowered by the provisions of S.C. Code S.C. Code Ann. §4-9-30(5), as amended to enact ordinances and policies relating to the management of the County in accordance with existing laws, and regulations; and

WHEREAS, the Chester County Gateway District Steering Committee has requested changes to their enabling act; and

WHEREAS, changes approved by County Council are highlighted on Exhibit B, and are incorporated by reference into this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR CHESTER COUNTY, SOUTH CAROLINA, DULY ASSEMBLED THAT THE FOLLOWING ORDINANCE IS HEREBY ADOPTED:

Chester County Council does hereby adopt the amendments to the Chester County Gateway District Master Plan Steering Committee Enabling Act, as shown in Exhibit B, attached and incorporated by reference herein.

This Ordinance shall be effective upon adoption by the Chester County Council on the date of the final reading approval.

Enacted and approved this ____ day of _____, 2023.

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Joseph R. Branham
Chair, Chester County Council

Attest:

By: _____

Karen Lee
Clerk to County Council
Chester County, South Carolina

First Reading: June 26, 2023
Second Reading: July 3rd, 2023
Public Hearing: July 17th, 2023
Third Reading: _____, 2023



ENABLING ACT FOR THE CHESTER COUNTY GATEWAY DISTRICT MASTER PLAN STEERING COMMITTEE

WHEREAS Section 4-9-30-(6) of the Code of Laws of South Carolina empowers the County Council “to establish such agencies, departments, boards, commissions and positions in the County as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge or abolish such agencies, departments, boards, commissions and positions...” and

WHEREAS, the Gateway District Master Plan was developed for the most efficient and effective planning of the area of Chester County referred to as “the Gateway” in the Richburg portion of the County; and

WHEREAS, a Steering Committee was formed representing twenty-two public agencies and private organizations, and with the engagement of Chester County residents, property owners, and stakeholders to assist throughout the process: and

WHEREAS, Chester County has the need to maintain a committee that will, under the direction of Chester County Council, advise on the implementation of the Gateway District Master Plan as approved by the Chester County Planning Commission and adopted by Chester County Council; and

WHEREAS, this Committee as originally formed and thereafter, shall be governed by the Enabling Act as attached herein as Exhibit “B” for the committee that shall be known as the Chester County Gateway District Master Plan Steering Committee, and shall be incorporated into Ordinance No. 2017-15 by reference herein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR CHESTER COUNTY, SOUTH CAROLINA, DULY ASSEMBLED DOES HEREBY ADOPT THE AFOREMENTIONED CHESTER COUNTY GATEWAY DISTRICT MASTER PLAN STEERING COMMITTED ENABLING ACT.

EXHIBIT B

CHESTER COUNTY GATEWAY DISTRICT MASTER PLAN STEERING COMMITTEE ENABLING ACT

I. MEMBERSHIP/TERM OF MEMBERS

(a) The Committee created by this Council shall be comprised of no less than seven (7) and no more than thirteen (13) individuals and businesses. Any non-resident must have a vested interest in the Gateway District, such as property ownership or a business, etc and be approved by council. Non-residents may not exceed four (4) members at any time on committee.

(b) Those originally appointed to the Committee shall continue to serve until such time as they voluntarily resign.

(c) Vacancies shall be filled in the same manner as the original appointments. Committee members shall hold office for their respective terms.

(d) Each member shall serve for a term of two (2) years. Members seeking to maintain their committee seat beyond the expiration may be reappointed with County Council approval by recommendation from the County Administrator or designee.

(e) Members who wish to remain on the Committee following the expiration of their term and non-reappointment may do so in Emeritus status. While in Emeritus status, the member may not vote on issues but may engage in discussion with the Committee during its meetings.

(f) Appointments will terminate on December 31st of the final year of the term of service. New appointments will be made on January 1st or as soon thereafter as possible, of the year following the expiration of the prior appointees' terms of service, by existing members of the Committee or from the County Administrator, their designee, and ratified by the approval of Chester County Council. Existing appointees may also be re-appointed after January 1st following the expiration of their appointment terms subject to the other provisions in this Enabling Act.

(g) A member who has three (3) consecutive unexcused absences from meetings shall automatically vacate his position and a replacement shall be named for the unexpired term by the County Administrator or their designee.

(h) Members may be removed at the recommendation of the County Administrator, with County Council approval, for unruly, egregious, unethical or illegal conduct while a member, which creates a nonproductive, hostile or disruptive environment as determined by the County Administrator. Members may also be removed when they are aware of an existing conflict of interest that they do not disclose to the Committee.

(i) For the Committee to conduct official business and vote, a quorum must be present. A quorum is defined as fifty percent plus one of the active members in good standing.

II. DUTIES AND RESPONSIBILITIES

(a) To advise the County Administrator or assigned through discussion with County Administrator on any matter affecting the implementation of the Gateway District Master Plan, and any amendments or changes that the Committee may recommend to County Administrator for adoption. Such advice shall be made in the form of a written report to County Council, summarizing the activities, findings and functions on the Committee, together with the agenda for the next meeting, all of which shall be in the hands of the Clerk to Council no later than noon on the Wednesday preceding a County Council meeting.

(b) Provide a venue for citizens' concerns or problems in connection with the further development and/or implementation of the Gateway District Master Plan.

(c) Recommend to County Administrator a structured outline for implementation of the Gateway District Master Plan.

(d) Conduct its affairs in accordance with the policies and ordinances of the County Council;

(e) To follow this Enabling Act for the orderly conduct of its affairs, consistent with the Chester County Code and Parliamentary Procedure;

(f) Establish and recommend to County Administrator for review, at least annually, priorities for the implementation of the Gateway District Master Plan.

(g) Submit to the County Administrator any other recommendations it deems appropriate for the short- and long-range development and implementation of the Gateway District Master Plan.

(h) This Committee shall serve solely in an advisory function and shall maintain no control over the actual direction and implementation of the Gateway District Master Plan. Said control shall be reserved by the Chester County Council as provided under S.C. Code §4-9-30(9).

(i) In no event shall this Committee enter in to any contracts, contractual obligations, employment of personnel and purchase of equipment or expenditure of funds not itemized and authorized in the budget under which it shall operate, without prior written consent, affirmation and authorization of the County Council;

(j) The power and authority to enter into any contract binding the County is vested with and shall remain in the chief administrative officer of the County and the County Council and is not herein delegated to this Committee.

III. COMPENSATION

Members of the Chester County Gateway District Master Plan Steering Committee shall receive no compensation for their service on the Committee. Service is strictly voluntary.

IV. OFFICERS; MEETINGS; RECORDS

(a) At the organizational meeting, there shall be elected a chairman, a vice chairman and a secretary, and these officers shall serve for a one (1) year period or until their successors are duly elected and qualified. Vacancies in any such office by reason of death, resignation or replacement shall be filled for the unexpired term of the officer whose position becomes vacant.

(b) The Committee shall meet once a quarter or as needed, on a day and time designated by the Committee, at the Gateway Conference Center, 3200 Commerce Drive, Richburg, South Carolina. The secretary shall take minutes of the meetings and shall keep a record of the business transacted.

(c) Chester County Council shall receive copies of the minutes for information at the next regularly scheduled County Council meeting to follow the meeting of the Committee.

V. FREEDOM OF INFORMATION/ETHICS

(a) The Committee shall comply with the provisions of the South Carolina Freedom of Information Act and the requirements set forth in County ordinances for the procedural requirements for the conduct of public meetings. Public announcements, including a notice of meeting, shall be made in a newspaper of general circulation at least twenty-four (24) hours prior to a meeting.

(b) Members of this Committee are defined as “public officials” under the South Carolina Ethics Act, S.C. Code 1976, §8-13-100 et seq., as amended. It shall be the responsibility of members, individually and collectively, to become familiar with the provisions of that law and conduct themselves accordingly. As stated in the South Carolina Ethics Act, and without limiting the applicability of any other provision of the South Carolina Ethics Act, members of this Committee shall not use membership on the Committee to obtain a direct personal economic interest, an economic interest for the immediate family of the member, an economic interest for an individual with whom a member is associated, or an economic interest for a business with which the member is associated.



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

Ordinance No. 2023-17

AN ORDINANCE TO AMEND CHESTER COUNTY PURCHASING AND CONTRACTING POLICIES AND PROCEDURES MANUAL

WHEREAS, Chester County has the authority under S.C. Code §4-9-30 to adopt ordinances and to promulgate rules and regulations pertaining to its government and affairs, and to review interpret and amend its ordinances, rules and regulations; and

WHEREAS, in particular, Chester County Council is empowered by the provisions of S.C. Code §4-9-160 and §11-35-50, as amended to enact ordinances and policies relating to the purchasing system of the County for procurement of goods and services in accordance with existing laws, and regulations; and

WHEREAS, Chester County has reviewed the existing Purchasing and Contracting Policies and Procedures Manual and find that there are several updates that are necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR CHESTER COUNTY, SOUTH CAROLINA, DULY ASSEMBLED THAT THE FOLLOWING ORDINANCE IS HEREBY ADOPTED:

Chester County Council does hereby adopt the amendments to the Chester County Purchasing and Contracting Policies and Procedures Manual as shown in Exhibit A, attached and incorporated by reference herein.

This Ordinance shall be effective upon adoption by the Chester County Council on the date of the final reading approval.

Enacted and approved this ____ day of _____, 2023.

CHESTER COUNTY, SOUTH CAROLINA

By: _____

Joseph R. Branham
Chair, Chester County Council

Attest:

By: _____

Karen Lee
Clerk to County Council
Chester County, South Carolina

First Reading: June 26, 2023

Second Reading: July 3, 2023

Public Hearing: July 17, 2023

Third Reading: July 17, 2023



CHESTER COUNTY PURCHASING AND CONTRACTING POLICIES AND PROCEDURES MANUAL

Adopted on July __, 2023

Introduction

The Chester County Purchasing and Contracting Policies and Procedures Manual is adopted pursuant to the Chester County Procurement Ordinance (§26-136, et seq.) and pursuant to S.C. Code §11-35-50 and may be referred to as the "County Procurement Code." The Procurement Code shall be implemented by the County Administrator who is authorized to issue regulations consistent with this Code. (S.C. Code §4-9-160. §11-35-50). The Procurement Code was developed to provide fair and equitable treatment of all persons involved in public purchasing by the County, to maximize the purchasing value of public funds in procure, and to provide safeguards for maintaining a procurement system of quality and integrity.

It is the goal of Chester County to fairly, equally and impartially administer its procurement program based on the guidelines set forth in this Manual. The County does not discriminate against any vendor based on race, color, religion, national origin, sex, age, disability, or veteran status in any area of the procurement process.

Any interpretation of the procedures outlined in this manual is the responsibility of the Procurement Director, subject to the guidance and supervision of the County Administrator and the County Attorney.

This Manual supersedes and replaces all previously developed procurement policies adopted by the County whether by resolution or ordinance, and will continue to be subject to periodic revision subject to the final approval of the County Council. The Manual is a fluid document and may be amended from time to time by County Council.

I. **GENERAL**

A. **Applicability**

This Procurement Policy and Procedure Manual applies to contracts for the procurement of supplies, services, and construction needed by the County. It shall apply to every expenditure of public funds irrespective of their financial sources, unless specifically exempted by County ordinance or State or Federal law. Nothing in this Manual shall prevent any County department or agency from complying with the terms and conditions of any grant, gift, or request which is otherwise consistent with existing County ordinances or State or Federal laws. When the procurement involves the expenditure of federal assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal law and regulation.

B. **Objective**

The overall goal is to maintain a continuous supply of goods and services in support of Chester County. Purchasing seeks to identify and acquire supplies in a timely fashion at the lowest cost consistent with the desired quality and being environmentally friendly for both the short and long-term interests of the County.

C. **Contract Authority**

Any Purchase Orders, contracts or agreements with a minimum total cost of One Hundred Thousand Dollars and One Cent (\$100,000.01) or more must be procured through the sealed bidding process and shall be submitted to County Council for their approval. Such purchases must be documented with sealed written quotations from no less than three (3) qualified sources of supply (unless approved by County Council or exempted by policy herein) and approval by the Procurement Director and the County Administrator that the procurement is to the advantage of the County and that there have been enough funds budgeted for the purchase. The County does reserve the right to limit or "short-list" bidders for such procurements, as is in the best interest of the County. Local Preference Stipulation: This permits the lowest local (Chester County or its municipalities) Bidder whose bid is within seven percent (7%) of the lowest non-local Bidder to be awarded the project with the approval of County Council.

Exceptions: The purchase of commercially available off-the-shelf (in stock) vehicles, with upfit packages, ~~as well as~~ and other equipment in the amount of One Hundred Thousand Dollars and No Cents (\$100,000.00) and less can be purchased without additional quotes or without the bidding process. When purchasing multiple vehicles/equipment, and when not

available on any type of state contract, the County reserves the right to purchase multiple vehicles/equipment on one Purchase Order following the receipt of quotes from up to three (3) sources and accepting the low price even when the price exceeds \$100,000.00.

For purchases of \$25,000.01 through \$100,000, there must be three (3) written quotations from qualified sources and a certification by the Director and the County Administrator that the procurement is to the advantage of the County and that there have been sufficient funds budgeted for the purchase. Written solicitation can be advertised in SCBO, emailed to registered vendors or by other means of reaching vendors.

For purchases of \$10,001.00 through \$25,000.00, there must be written quotations from no less than three (3) qualified sources of supply and there must be an approved purchase order in accordance with the procurement policies in this Manual. These purchase orders shall be signed by the Procurement Director and the County Administrator or his/her designee. Under exigent circumstances and where the Department Director has conducted due diligence and is unable to obtain three (3) quotes, only the ~~Director or the~~ County Administrator can approve the purchase using one (1) or (2) quotes.

For purchases of up to \$10,000.00, there must be a minimum of one (1) written quote from a qualified source of supply and there must be an approved purchase order in accordance with the procurement policies in this Manual. The purchases must be distributed equitably among qualified suppliers when practical.

Purchase of \$500.00 or less where normal purchasing processes are not practical: Department Directors, ~~and Appointed~~ and Elected Officials may make purchases from approved vendors but must get a purchase order within two (2) business days following the purchase.

Blanket purchase procurements must be approved by the County Administrator and/or the Director for repetitive small purchases on a charge account basis not requiring a purchase order for each purchase and are limited to small purchases not to exceed \$2,500.00. Medical supplies, inmate food, and rock (gravel) are exempt from the dollar limit on blanket purchase orders.

Sole source procurements must be approved by the ~~the~~ County Administrator and the Director where there is only a single supplier, compatibility of equipment or parts as a paramount consideration, the item is one of a kind, or the procurement is for printed material. A letter of verification that the vendor is a sole source provider shall be submitted prior to such approval.

Procurements in emergency situations declared by the County Administrator to involve a threat to public health, safety, or welfare must be approved by the County Administrator and do not have to follow the procurement procedure.

Approval levels and procedures are further outlined in this Manual.

D. Prohibited Contracts

The County and its agencies are prohibited from entering into any contract, lease or agreement, that would result in pecuniary gain for an employee or officer of the County, or an employee, officer or member of any County agency. The County shall be prohibited from entering into a contract, lease or agreement resulting in pecuniary gain for a member of the family of an employee or officer of the County or a member of the family of an employee, officer or member of any County agency. "Family member" shall be defined as being within the third degree of consanguinity or affinity.

Where a contract, lease or agreement has been negotiated through a strict process of public notice and competitive bidding, or through a request for proposals, and the existence and degree of familial relationship has been disclosed in writing in the original bid or proposal, and it appears that the award of such contract, lease or agreement would be in the best interest of the County, the prohibitions set forth herein may be waived by a majority vote of County Council. Such majority vote is satisfaction that County Council accepts such contract, lease, or agreement by a majority vote, if it is shown on the record that such familial relationship exists.

Employees engaged in the purchasing function are expected to be free of interests or relationships that are or potentially detrimental to the best interest of Chester County, and shall not engage or participate in any commercial transactions involving the County. Any employee who has assumed or is about to assume a financial or other outside business relationship that might involve a conflict of interest must immediately inform the County Administrator of the circumstances involved. This information is to be reviewed at an appropriate level for a decision on whether a conflict exists and, if so, what course of action is needed. A conflict of interest exists when an employee:

- Has an outside interest that materially impacts the time or attention that should be devoted to the affairs of the County;
- Has a direct or indirect interest in a relationship with an outsider that is inherently unethical or might be implied or construed to be or make possible personal gain due to the employee's ability to influence decisions; render the employee partial toward the outsider for personal reasons or otherwise inhibit the impartiality of the employee's judgment; place the employee or the County

in an embarrassing or ethically questionable position; or negatively reflect on the integrity of the County;

- Takes personal advantage of an opportunity that properly belongs to the County;
- Uses County property without approval;
- Discloses County proprietary information to unauthorized persons.

Employees of Chester County act within the scope of “express authority” and are neither negligent, dishonest, nor acting in bad faith and are then not likely to become personally liable for such actions. Personal liability may occur, however, if the scope of business authority is exceeded. Where this occurs, the seller generally has no recourse to the County since no valid contract exists. The recourse available to the seller becomes against the employee personally. All employees should avoid being placed in that position.

E. Ethics

Employees of Chester County are expected to be free of interests or relationships that are or potentially detrimental to the best interest of Chester County and shall not engage or participate in any conduct that would be in violation of ethics. In addition to the prohibitions listed above, employees of Chester County may not:

- Personally accept loans; moneys or other special considerations from an individual or business organization doing business with the County;
- Accept gifts, other than advertising novelties, entertainment or gifts of de minimus value;

Any employee offered or receiving payments, gifts or other consideration shall refuse it to the giver in a tactful manner, referring the giver to the policy prohibition. When in doubt, employees should ask prior to accepting any gift.

F. Compliance with County Finance and Federal Requirements

Where a procurement involves the expenditure of County funds which have been previously budgeted, the Contracts and Procurement Director and other applicable County personnel shall comply with the procedures as they relate to the disbursement of funds and/or management of projects where appropriate documentation for the expenditure is submitted in a timely and appropriate manner.

Where a procurement involved the expenditure of funds, which are the proceeds of bonds or other financing instrument, the Contracts and Procurement Director and other applicable County personnel shall comply with the terms of such financing.

Where a procurement involves the expenditure of Federal assistance or contract funds, the Contracts and Procurement Director shall comply with such Federal law and authorized regulations which are mandatorily applicable but may not appear in this Manual.

In all procurement actions for the County, the provisions of South Carolina Code of Laws §8-13-10, et sec (S.C. State Ethics Act) shall be complied with at all times. The acceptance of any gratuity in the form of cash, merchandise, or any other thing with a value exceeding twenty-five dollars (\$25.00) by an employee of the County from any person, firm or corporation to which any purchase contract is or might be awarded, shall be deemed a violation of this Manual and the corresponding County Ordinance, and may subject that employee to disciplinary action, up to and including termination. The offer of any gratuity by any actual or prospective vendor or contractor shall be cause for cancelling any contract involved, or for voiding any potential future relationship with that vendor or contractor, and for declaring the vendor or contractor ineligible for further bidding with the County.

F. Anti-Trust

The County operates in strict compliance with anti-trust laws such as the Sherman, Clayton and the Federal Trade Commission Acts, in any area of the County government's operations where violations may have significant negative impacts on its ability to conduct business, and which may lead to expensive litigation, damages and penalties. Any employee of the County who participates in a violation of these laws is individually and personally subject to fine or imprisonment.

II. Definitions

Addendum – A change or modification to achieve correctness. An addendum is also an alteration, modification, deletion or addition to a solicitation document such as an Invitation for Bids. An addendum must be in writing.

Amendment – A revision or change to a document, generally the contract; often used to correct a solicitation.

Appointed Official - Individuals named or assigned to a position, an office, or the like, e.g., Magistrate Judges are appointed by the Governor on the recommendation of the State Senator for District 17 (Chester County).

Award – The presentation of a Purchase Order or contract to a bidder or the acceptance of a bid or proposal.

Bid Bond – An insurance agreement in which a third party agrees to be liable to pay a certain amount of money if a specific successful bidder fails to sign the contract as it was bid.

- Blanket Purchase Order** – An arrangement under which a purchaser contracts with a supplier to provide an item(s) or a service(s) on an as-needed basis. Properly prepared, such an arrangement sets a limit on the period it is valid and the maximum amount of money that may be spent within a specified period.
- Bidder** - A Business Enterprise that submits a bid in response to any County solicitation.
- Business Days** – Days on which the Administrative offices of the County are open for the public to conduct business.
- Business/Business Enterprise** – A legal entity operated for profit that is properly licensed, as applicable, and registered to do business in the State of South Carolina as a corporation, limited liability company (LLC), partnership, sole proprietorship, joint-stock company, joint venture, professional association or other formation recognized by the State. The term shall also include any nonprofit corporation duly registered with the State and possessing a 501(c)(3) designation from the Internal Revenue Service.
- Certification** – Completion by a Business Enterprise of the application process and subsequent approval by the Small Business Enterprise (SBE) Program Manager for participation of the Business Enterprise in the SBE Program.
- Change Order (bilateral)** - An agreed upon written order to a Contractor executed by the County and the Contractor following execution of a base contract, directing a change in the work which may include a change in the contract price, the time for Contractor's performance, or any combination thereof.
- Change Order (unilateral)** – A written order issued by the Procurement Director or the Director's designee, directing the Contractor to make changes which the contract authorizes the County to order without the consent of the Contractor.
- Competitive Bidding** – The submissions of offers by individuals or firms competing for a contract, privilege or right to supply merchandise or services.
- Competitive Sealed Bidding** – A method of procurement that requires the following elements: issuance of an invitation for Bids with a purchase description/specifications, acceptance criteria and all contractual terms and conditions applicable to the procurement; a public, contemporaneous opening of bids at a pre-designated time and place; an unconditional acceptance of a bid without alteration or correction except as authorized in this Manual; and an award to the most responsive and responsible bidder who has submitted the lowest bid that meets the requirements and criteria set forth in the Invitation for Bids.
- Construction** – The process of building, altering, repairing, improving, or demolishing any public structure, or building, or other public improvements of any kind to any public real property. It does not include the routine operations, routine repair, or routine maintenance of existing structures, buildings or real property.
- Construction Management Services or Design-Build Services** – Approaches to construction contract management that allow for the selection of a single firm to perform and/or manage the complete design and construction of a project.

Contract – All types of County agreements, regardless of what they may be called, that engage the procurement of supplies, services or construction and are enforceable by law.

Contract Modification – Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity or other provisions of any contract accomplished by mutual action of the parties to the contract. Verbal contract modifications will not be recognized as valid by the County.

Contractor – Any person entering into a written agreement/contract with the County for the procurement of supplies, services or construction.

Cost Analysis – The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

Cost-Plus-A-Percentage-Of-Cost-Contract – A cost reimbursement contract that prior to completion of the work the parties agree that the profit fee will be a predetermined percentage of the total cost of the work.

Cost-Plus-Fixed-Fee-Contract – A cost reimbursement that provides for the payment of a fixed fee to the Contractor. The fixed fee, once negotiated, does not vary with the actual cost but may be adjusted because of any subsequent changes in the Scope of Work or services to be performed.

Days – Calendar days unless specifically indicated to be business days.

Debarment – Where a supplier or contractor is prevented from consideration in the award of contracts. This may occur because the Contractor's name appears on either the Federal or State Department lists, contractor does not have the requisite licensing as required for the work/services, contractor is in arrears with payment to the Federal, State or local governments, or other reasons as determined by the County.

Department Director – The individual responsible for a department or agency of the County.

Designee – A duly authorized representative of a person/department/agency holding a superior position.

Design Specifications – A specification that sets forth physical characteristics in definitive terms.

Disadvantaged Business – A small business which is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

Elected Official – Individuals duly elected into office through a special or general election and who is responsible for a department, agency or function of the County.

Electronic – A means that is electrical, digital, magnetic, optical, electromagnetic, or any other similar technology.

Emergency Purchase – An immediate acquisition by a department to obtain goods or services to avoid a substantial hazard to life or property, or significant interruption of the operations of a County department. Such action may be taken by a Department Director on weekends or in the evenings, but every effort must be made to obtain the approval of the County Administrator or ~~in his absence, the County Treasurer~~ his designee.

Equal Opportunity – Policies and procedures of the County to ensure non-discrimination and equal opportunity to all employees, especially women, minorities, and persons with disabilities. Specific contract provisions may require nondiscrimination in employment by contractors and subcontractors.

Fixed-Price Contract – A price not subject to any adjustments through a commitment due to a previously agreed upon fixed cost by the Contractor prior to the performance of the contract.

Good Faith Effort – The requirement that prime Contractors make a documented effort, in “good faith”, to provide contract opportunities to small, minority-owned and woman-owned businesses in accordance with the policies of the County.

Governmental Body – Any department or agency of the County.

Invitation for Bid – A formal request to prospective vendors soliciting price quotations or bids in accordance with the procedures in this manual.

Joint Venture – A partnership or cooperative agreement between two or more businesses related to a single effort to secure a contract opportunity.

Minor Informality – Mistakes, excluding judgmental errors, that have negligible effect on price, quantity, quality, delivery, or other contractual terms, and the waiver or correction of such mistakes does not prejudice other Bidders or Offerors, or the County.

Offeror – One who submits a proposal in response to an RFP in competitive negotiation, or one who makes an offer in response to a solicitation.

Performance Bond – A bond that may be required as specified in the RFP or solicitation to ensure completion of the work or services proffered.

Prequalification – A process in which bidders/vendors/service providers are prequalified by responding to a solicitation to establish responsibility. This may include without limitation information regarding such factors as financial background, industry stability, capacity to perform, lines of credit, manufacturers’ authorizations, relevant experience, etc. This process may be used to short-list potential bidders prior to the bid let.

Procurement – Buying, purchasing, renting, leasing or otherwise acquiring any supplies, services, or construction. It may also include functions that pertain to the obtaining of any supply, service, or construction including, without limitation, a description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Procurement Agent or Buyer – The Director of Contracts and Procurement shall be the Procurement Agent or Buyer, or shall designate another employee in the Department to act in this role.

Professional Services – Professional services and consultant services include services that are of an advisory nature, provide personal expertise and/or a recommended course of action, and have an end product that is basically a transmittal of information related to County programs or operations. Classification as professional services may also require an advanced, specialized type of knowledge, expertise or training customarily acquired either by a prolonged course of study or equivalent experience such as accountants, physicians, investigators, attorneys, architects, surveyors, or engineers.

Public Notice – The distribution or dissemination of information using methods that are reasonably available to interested parties. Such methods may include, at the discretion of the County, publication in newspapers of general circulation, electronic or paper mailing lists, and website(s) designated by the County.

Purchase Order – A written document prepared by the buyer and provided to a supplier formally stating all terms and conditions of procurement and in accordance with the procedures and policies in this Manual.

Quotation – A statement of price, terms of sale, and description of goods or services offered by a supplier to a prospective purchaser; the stating of the current price of a commodity.

Request for Proposals (RFP) – A request made through Public Notice for the submission of proposals based on a generalized Scope of Work with contract award to the responsible person(s) submitting the most advantageous and responsive proposal.

Request for Quotations (RFQ) – A request made through Public Notice for the submission of written quotations without formal advertising and requirement for sealed bids.

Responsible Bidder or Offeror – A Bidder who has the capacity in all respects to perform fully any contract requirements and who meets all other requirements of the County which will assure a good faith performance, and which may be substantiated by past performance.

Responsive Bidder or Offeror – A Bidder who has submitted a bid or offer which conforms in all material aspects to the solicitation.

Short-List – The ability of the County to limit the number of invited Bidders to an RFP or RFQ when it is in the best interest of the County to do so.

Specifications – A detailed statement of particulars prescribing dimensions, materials, performance, quality of work, etc. for something to be purchased, built or installed.

Small Business – A U.S. business which is independently owned, and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

Sole Source Purchase – An award for a commodity or service that can only be purchase from one supplier, usually because of its technological, specialized, or unique character.

Solicitations – Purchasing processes designed to seek and obtain goods and/or services including Request for Quotations (RFQ), Invitation for Bids (IFB), and Request for Proposals (RFP).

Subcontractor – A Business Enterprise that either directly contracts with a Contractor or directly contracts with another Subcontractor under such Contractor, to provide services or perform work relating to a contract. May also be referred to as “Vendor” interchangeably.

Substantial Performance – Exists when the Contractor has performed all material requirements of the entire contract or a divisible portion thereof, such that the underlying purpose of the contract has not been substantially impaired.

Supplier – A Business Enterprise that either directly contracts with a Contractor or directly with a Subcontractor under such Contractor, to provide materials, supplies, or equipment in connection with a contract. A supplier may be a regular dealer, manufacturer, or broker. May also be referred to as “Vendor” interchangeably.

Termination for Cause – An exercise of the County’s contractual right to completely or partially terminate a contract because of the Contractor’s failure to perform its contractual obligations. Generally, County procurement will only support a “Termination for Cause” if the Contractor has failed to Substantially Perform. Contracts are not usually terminated because a Contractor does not completely or perfectly perform (minor non-performance issues remain). Contracts may be “Terminated for Cause” due to minor non-performance issues when the contract documents expressly require perfect performance.

Termination for Convenience – An exercise of the County’s right to terminate or cancel performance of work under contract, in whole or in part, if the County determines that termination is in the best interest of the County.

III. DEPARTMENT OF CONTRACTS AND PROCUREMENT

A. Creation

The County has created the Department of Contracts and Procurement (“Procurement”) to assure that purchases for the County are made in compliance with County Ordinance and other policies governing these actions. The acquisition of supplies, equipment and services necessary for the everyday operation of the County is the responsibility of this Department operating under the direct supervision of the ~~Director of Contracts and Procurement~~ County Administrator. This Department serves as an important cross functional ally supporting

operating groups within the County as they strive to meet needs and achieve mandates since the Department represents the primary contact between the various functions and their suppliers.

Procurement is the only unit in the County authorized to procure supplies, materials, equipment and contractual services required by the Departments except as provided by County Council through its ordinance, the exemptions outlined in this Manual, and the policy on petty cash. The County Administrator or his/her designee and the Director are the only individuals authorized to sign purchase orders or contracts on behalf of the County.

Any individual who enters into an agreement on behalf of the County without prior authorization or the signature of either the County Administrator and/or the Director may be assuming personal liability for such commitment. So long as employees of the County act within the scope of "express authority" and are neither negligent, dishonest, nor acting in bad faith, then the employees are not likely to become personally liable for such actions. Personal liability may occur, however, if the scope of business authority is exceeded. Violations shall be reported immediately to either the County Administrator or the Director who will investigate and based on the findings of the investigation, shall take appropriate action with the appropriate individual. Individuals reporting valid violations shall not be subjected to retaliation.

B. Director of Contracts and Procurement

The County has created the position of Director of Contracts and Procurement ("Director") who will be the County's principal procurement official for the purpose of entering into contracts for the procurement of goods and services. The Director shall be selected in accordance with County personnel policies and procedures, will be a full-time public employee of the County and shall report to the County Administrator.

The Director shall be responsible for establishing and administering purchasing policies; establishing professional relationships with current or potential vendors, initiating reports necessary to permit analysis of purchasing performance; negotiating and recommending contracts; consolidating purchases of like or common items, and analyzing prices paid for materials, equipment, and services.

The primary objectives for the Director include, without limitation:

1. Procure for the County, the highest quality supplies, equipment, and services for the least possible cost;
2. Promote an understanding of sound purchasing policies and procedures throughout all departments, divisions and agencies of the County;

3. Determine the most efficient and economical means of obtaining an item or service without sacrificing the controls and principles of sound purchasing;
4. Assist in developing competitive specifications for use by all departments, divisions and agencies;
5. Maintain awareness of improved purchasing practices utilized by private industry and other governmental entities, and apply such practices when feasible with the approval of the County Administrator;
6. Encourage competition and endeavor to obtain full and open completion on all purchases;
7. Maintain and update forms as necessary for the successful operation of the Department;
8. Establish vendor accounts to include, without limitation, completed W-9 forms, and all Certificates of Liability required, and to ensure that Accounts Payable is provided with all vendor documentation prior to the issuance of any Purchase Order to vendor;
9. Exchange ideas and information with other local government procurement departments to solve common procurement problems;
10. Exercise control over surplus, excess, and dilapidated materials;
11. Coordinate with departments, divisions and agencies of the County to maintain inventories at a satisfactory level commensurate with the budget;
12. Confirm expenditures with Finance to ensure monetary appropriations are adequate and existing;
13. Work with departments, divisions and agencies of the County to promote good will between the County and its vendors;
14. Comply with all local, state, and federal laws in the administration of procurement and contracting functions;
15. Cooperate with County Finance in the preparation of statistical data concerning the procurement, usage, disposition of all supplies, services and construction;
16. Advise ordering departments whenever the quality or specifications of the ordered materials are inconsistent with normal standards that may lead to higher costs given market conditions;
17. Ensure confidentiality where appropriate for proprietary information received and not subject to disclosure under State or Federal laws;
18. Advise the County Administrator of economic and market conditions which may significantly impact the County's short and long-term interests;
19. Develop, with the assistance of the County Attorney as to legal sufficiency, standard forms and conditions of invitations to bid and purchase orders and contracts; develop and prescribe the use by agencies of other forms required in carrying out the provisions of this Manual, and amend or eliminate any such forms;
20. To the greatest extent possible, make full utilization of the procurement services provided through the South Carolina Division of General Services, Materials Management Office, i.e., S.C. State Contracts;

21. All other activities required by the job description of the Director and the requirements of this Manual for the smooth and effective operation of the Department.

IV. THE PROCUREMENT PROCESS

A. Requirements for Requisitions

Purchasing is responsible for ensuring the efficient purchase of materials, supplies and services with the objective that they be available at the proper time, quantity, quality, location and price consistent with the needs and resources of the County. It is vital to the successful performance of this duty that the Director have the authority to review procurement requests, specifications and suggested sources.

Procurement may work with departments, divisions and agencies to develop a list of acceptable suppliers of a specific product or service whenever necessary. Once a list of acceptable suppliers has been established, the Director or Procurement designee shall be solely responsible for selection of a supplier from that list for the best fit for current requirements. The Director shall be responsible for the review of the specifications of each purchase requisition. This review shall include, without limitation:

1. Requests for goods of a quality that seem to be greater than required;
2. Requests for goods of a quality that seem to be less than required;
3. Requests whose material seems to be inconsistent with the actual requirement;
4. Requests that do not conform to County standards;
4. Requests for "sole source" purchases;
5. Requests for items believed to be under State contract, and
6. Requests without proper authorization.

In order for any purchase to be considered, an approved Requisition must be submitted prior to any purchase or the agreement to purchase any goods or services that are not exceptions to these policies and procedures. The Requisition must contain the vendor name, address, contact information, the account (budget) number, item number, item description, cost, shipping, method of payment, anticipated completion date, and must be signed by the Department Director or their designee, Elected and Appointed Officials or their designee. Requisitions that are submitted incomplete will be returned and thus may delay the procurement as a result. **All signatures on the Requisition must be original signatures.** ~~Requisitions that are submitted with a rubber-stamped signature will be returned and will likely delay the purchase.~~—Where available, digital electronic signatures provided through the appropriate platform will be accepted.

B. Purchase Order

A Purchase Order is a legal document governed by the Uniform Commercial Code (UCC) that creates a binding commitment for the County. Purchase Orders will be used by all authorized employees for purchases and constitute a final and entire agreement between the supplier and the County as a bona fide offer to buy. When formal acceptance is received from the supplier, the Purchase Order becomes a legal contract that is binding. This gives the supplier the authority to ship and to invoice for the goods or services. Due to the binding nature of a Purchase Order, those employees who are authorized to engage in procurement must understand that **no commitment may be made to any vendor without following the procurement policies and procedures, and any commitment made outside of the precepts of this Manual may create a personal liability for that employee.**

The Purchase Order is critical to protecting the County from unclear and/or unusual provisions and must be written with care as a result. Terms and conditions contained in the County's purchase order provide protection against unfair or unreasonable limitations or disclaimers that frequently appear in quotations forms that are received from suppliers.

A major requirement of a Purchase Order is precise and clear descriptions of the elements of the order, the terms of the purchase, and time, manner and place of delivery. Additionally, Purchase Orders will not be issued for any procurement that has not followed the requirements of this Manual. **All the following information must appear on any requisition since it is necessary when preparing a purchase order:**

1. Name and address of supplier and requisitioner name;
2. Requisition number or budget number, where applicable;
3. Address of ordering location and ship to/bill to address;
4. Account number and charge number, where applicable;
5. Date of order;
6. FOB information and discount terms;
7. Manner of shipment and route, where applicable;
8. Description of goods, quantity per item, price per unit and part number, where applicable and total cost of procurement;
9. Date goods are required;
10. Confirmation;
11. Verification by the Director of the receipt of an executed W-9 tax form and required Certificates of Insurance for General Liability, Workers' Compensation and any other insurance requirements;
12. Signature of person requesting procurement, and
13. Signatures of County Administrator or his/her designee and Director.

The following caveats are critical in the preparation of a Purchase Order and may delay the procurement process if not adhered to carefully:

- An approved Requisition must be submitted prior to the issuance of any Purchase Order. Commitments made to vendors by anyone representing the County prior to the issuance of a Purchase Order will not be honored by the County and could create personal liability for the individual making the invalid commitment.
- Purchase Orders **must state** the price, number of units, part number(s), where applicable, the extended price (the unit price multiplied by the number of units ordered), and the total cost of the Purchase Order.
- The Purchase Order **must show** appropriate discounts and any payment terms, so the County has a complete understanding as to what needs to be paid and when.
- The FOB point and freight terms **must** be clearly stated.
- The Purchase Order **must show** the specific date materials or services are expected to be delivered or performed.
- Blanket Purchase Orders may be permitted under certain circumstances but must be approved by the County Administrator and the Director, and may require the approval of County Council depending on the total value of the Purchase Order.
- The Purchase Order **must show** the original signatures of the County Administrator and the Director. ~~Rubber-stamped signatures will not be accepted. Requisitions that are submitted with a rubber-stamped signature will be returned and will likely delay the purchase.~~
- For any purchase that ultimately needs a Purchase Order as required by this Manual, a Purchase Order number must be obtained **before any commitment is made on behalf of the County**. Invoices that arrive with a check request for payment to the Vendor may be denied.
- Emergency purchases that are Five Hundred Dollars and No Cents (\$500.00) or less may be purchased using an approved vendor before you have a Purchase Order. The Purchase Order must be processed within two (2) business days of the purchase.

Requisitions that are returned because of incomplete or invalid information or does not contain the proper approvals may result in the denial of a Purchase Order.

C. Source Selection

The selection of suppliers is the responsibility of Procurement and requires a consideration of several factors. In making the selection, the Director or his/her designee will

coordinate closely with other departments to obtain adequate and reasonable specifications and other requirements relative to the purchase and supplier decision. As much detail as possible should be obtained in order that purchases adequately meet the needs of the County at the lowest cost or best value. The County will select providers based on expertise, dependability, reputation, past performance and financial strength. County Council shall retain the authority to establish or approve a method of source selection other than those specified in this Manual or by Ordinance. County Council shall further retain the authority to give final approval to any procurement authorized by the Manual or by Ordinance. Also considered is the nature of guaranty or warranty of the product or service, its price and quality.

All sources requesting to be put on a Bidders' list shall be included unless the Director recommends that the Bidder should not go onto the list for previous performance issues. The Director shall ensure that the Bidders' list contain all identified sources interested in bidding on County procurement. The Director shall periodically review the Bidders' list and shall require the addition or deletion to such lists of sources as deemed necessary. The Bidders' list does not eliminate the County's obligation to notify the public of procurement opportunities.

Special consideration will be given to the following provided they satisfy any additional requirements contained in the RFP or RFQ:

1. Suppliers who are developing new and improved products or equipment or are developing/designing a special product or service for the County for exclusive use;
2. Suppliers who are located within the County;
3. Participation by minority, disabled or women-owned businesses, by certification.

E. Competitive Sealed Bidding

(i) *Invitation for Bid.* An invitation for Bid shall be issued and shall include a description of the scope of work or the product required. All contractual terms and conditions that are applicable to the procurement will be set forth in full detail. The Invitation must be clear on terms and explain absolutes. The County reserves the right to limit or "short-list" the number of Bidders invited to bid.

(ii) *Public Notice.* Public notice of the Invitation for Bid shall be given not less than seven (7) days prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper of general, local circulation. The notice shall include the place, date and time of bid opening.

(iii) *Bid Opening.* Bids shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the Invitation for Bid. The amount of each bid and other such relevant information as may be specified by regulation, together with the name of each Bidder, shall be read aloud and recorded, creating a Bid Tabulation. The Bid Tabulation shall be open for public inspection after award. Late bids shall not be opened nor considered for award, but the name of the late Bidder(s) and the time of the attempted delivery shall be read aloud and recorded in the bid file wherever possible.

(iv) *Bid Information.* Most procurement information is a public record to the extent required by South Carolina Code Ann. §30-4-10 et seq. (The Freedom of Information Act or FOIA). Commercial or financial information obtained in response to a "Request for Proposal" or any type of bid solicitation or "Request for Quotation" which is privileged and confidential shall not be disclosed as well as other information which may be exempt from disclosure. 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 or constitute an unreasonable invasion of privacy. Such information must be designated at "confidential" or "proprietary" on the document itself. Examples of this type information include, without limitation:

- Customer Lists;
- Design recommendations and identification of prospective problem areas under an RFP;
- Design concepts, including methods and procedures;
- Biographical data on key employees of the bidder;
- Evaluative documents pre-decisional in nature such as inter- or intra- agency memoranda containing technical evaluations and recommendations, or
- Items marked as proprietary by a bidder under an RFP and not subject to public access under other provisions.

(v) *Bid Acceptance and Evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized by Ordinance or this Manual. Bids shall be evaluated based on the requirements set forth in the Invitation for Bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The Invitation for Bid shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set for in the Invitation for Bid. The Director may conduct discussions with the apparent responsive Bidders for the purpose of clarification if in the Director's judgment, such clarification is necessary. Clarification of any Bidder's bid must be documented in writing by the Director and

shall be included with the bid file. Documentation concerning the clarification shall be subject to disclosure upon request under FOIA.

(vi) *Prequalification and Limitation of Bidders.* The County may determine that due to the size or breadth of a project, it must limit the number of Bidders to make the process more effective and efficient. This information shall be included in the Invitation For Bid as to the limit on the number of bidders and how many will be invited to bid, and prior to the receipt of any bids, the County will advertise for and receive Statements of Qualifications. The Statements of Qualifications shall be evaluated by a team including without limitation, the County Administrator, County Treasurer, Procurement Director, Public Works Director, Roads Supervisor, Planning Director, Maintenance Supervisor, the IT Director the Engineering Consultant, and other engineers who may be involved with the project, . The makeup of this team will be determined by the nature of the project. Through the Statements of Qualifications, the County will prequalify those Bidders who will be invited to submit bids. Scoring will be predicated upon location of the company, previous work strength, safety records, number of employees, financial ability to perform the work, etc.

(vii) *Correction or Withdrawal of Bids/Cancellation of Awards.* Corrections or withdrawal of inadvertently erroneous bids, before or after award or cancellation of awards or contracts based on such bid mistakes, may be permitted by the Director in accordance with this Manual. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the Director's office prior to the time set for bid opening. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- a) the mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or
- b) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Director.

After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. Except as otherwise provided by Ordinance or this Manual, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid errors, shall be supported by a written determination made by the Director and reviewed by the County Attorney.

(viii) *Minor Informalities and Irregularities in Bids.* A minor informality or irregularity is one which is merely a form or is some immaterial variation from the exact requirements of the Invitation for Bid, having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to, Bidders. The Director shall either give the Bidder the opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive any such deficiency when it is

to the advantage of the County. Such communication or determination shall be made in writing. Examples of minor informalities or irregularities may include but are not limited to:

- a) Failure of a Bidder to return the number of copies of signed bids required by solicitation;
- b) Failure of a Bidder to furnish the required information concerning the number of the Bidder's employees or failure to make a representation concerning its size;
- c) Failure of a Bidder to acknowledge receipt of an amendment to a solicitation, when required, but only if the amendment has no effect or merely a trivial or negligible effect on price, quality, quantity, delivery, or relative standing of Bidders;
- d) Failure of a Bidder to furnish product literature;
- e) Failure of a Bidder to indicate a bid number on its submission envelope, and
- f) Failure of a Bidder to indicate his contractor's license number.

(ix) *Award.* No bid will be awarded until the Director has reviewed each bid. A written recommendation is then sent by the Director to the Finance Director and the County Administrator for written authorization to proceed with the purchase based on available funds. For those purchases requiring the approval of County Council, once approved for funding by the Finance Director and the County Administrator, the recommendation would then be sent for review by the County Council at a duly called Council meeting. It is the policy of the County to award the contract with reasonable promptness by written notice to the lowest responsible and responsive Bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid.

In the event the Director recommends purchasing from a Bidder other than the lowest Bidder, the Director shall submit a written recommendation to the County Administrator detailing reasons for the request. The request must be approved by the County Administrator and/or the County Council, depending on the authorization requirements as set forth in this Manual, prior to awarding the contract to someone other than the lowest responsible and responsive bidder.

In other than construction projects (addressed separately herein), if all bids exceed available funds and no additional monies can be appropriated, then the bids will be rejected.

(x) *Tie Bids.* If two (2) or more Bidders are tied in price, while otherwise meeting all the required terms and conditions of the bid, awards may be determined as follows:

- a) If there is an in-County firm (active business) tied with an out-of-County firm, the award will go to the in-County firm.

- b) If there is an in-state firm (active business) tied with an out-of-state firm, the award will go to the in-state firm.
- c) Tie bids involving in-County and in-State firms may be resolved by accepting the bid that was first received (reference time and date stamp) in the Purchasing Department.
- d) Tie bids involving in-County and in-State firms may be resolved by the flip of a coin in the office of the Director witnessed by all interested parties.

(xi) *Cancellation of Invitation for Bid or RFP.* An Invitation for Bid, an RFP or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part when it is in the best interest of Chester County in accordance with regulations. The reasons for the cancellation or rejection must be in writing and be incorporated into the solicitation file.

(xii) *Negotiations after Unsuccessful Competitive Sealed Bidding.* When bids received in response to an Invitation for Bid are unreasonable or the low bid exceeds available funds as certified by the Finance Director, and it is determined in writing by the Director that time or other circumstances will not permit the delay required to re-solicit competitive sealed bids, a contract may be negotiated pursuant to this section, provided that:

- a) Each responsible/responsive Bidder, who submitted a bid under the original solicitation, is notified of the determination and is given reasonable opportunity to negotiate;
- b) The negotiated price is lower than the lowest rejected bid by any responsive/responsible Bidder under the original solicitation, and
- c) The negotiated price is the lowest negotiated price offered by any responsive/responsible Bidder.

F. Competitive Bidding Exceptions

The following supplies and services may be considered exceptions from Competitive Bidding processes as determined by the County but will still require a requisition and issuance of a Purchase Order where noted

1. Leasing or purchasing of real property does not have to follow the procurement procedure but must be approved by the County Administrator prior to entering into any contractual agreement;
2. Advertising time or space in newspapers, radio, television, professional journals or publications;
3. Postage stamps and postal fees, U.S. Post Office box rentals;
4. Professional training – requires requisition and issuance of Purchase Order;
5. Conference facilities – requires requisition and issuance of Purchase Order;

6. Maintenance on equipment that must be provided by the original equipment manufacturer or an authorized dealer – requires requisition and issuance of Purchase Order;
7. Purchasing through state contracts (State contract number must be clearly shown on the Purchase Order) – requires requisition and issuance of Purchase Order;
8. Services provided by public utilities as regulated by the Public Service Commission;
9. Professional dues and registration and membership fees will require a Purchase Order;
10. Legal services;
11. License agreements for computer software, after such software has been purchased subject to the provisions of this Manual – requires requisition and issuance of Purchase Order;
12. The procurement of copyrighted educational films, CD-ROM documents, databases, computer assisted instructional materials, interactive video programs and other related materials made available by information technology that can only be obtained from the company providing the information or service – requires requisition and issuance of Purchase Order;
13. The procurement of goods, products or services from the South Carolina Department of Corrections – requires requisition and issuance of Purchase Order;
14. Hospital fees;
15. Payment to Federal and State agencies as required by law; and
16. Travel and lodging – requires requisition and issuance of Purchase Order and lodging reservations (and any changes to the reservations) shall be made through the Purchasing Office. Travel and lodging is also limited by the Travel policy in the Employee Handbook. Overnight lodging is not typically approved for travel that is within a sixty (60) mile radius, and the traveler is required to complete a Travel Request, obtaining approval prior to the travel. When lodging is required, employees are expected to utilize standard, medium-priced hotels and motels whenever possible. If an employee is to attend a formal, organized meeting or convention, they may stay at the hotel or motel where the meeting is held with advance Department Director approval. In all cases, the county will pay no more than the regular single occupancy rate and government rates must be requested. **Receipts for lodging must be presented with daily expense report.**

G. Formal Bids for Construction Projects

For construction projects, the Public Works Director along with a third-party engineering firm (the "Engineer") shall generate plans and create specifications. The date set for the bid opening must allow ample time for prospective bidders to prepare their bid. Public bid notices may be run in one or more newspapers of general local circulation. The formal bid opening may

also appear on the South Carolina Business Opportunities (SCBO) website and/or the Chester County website. The Director will determine, with the assistance of the Public Works Director and the Engineer, what construction trades will be involved on the project (e.g., subcontractors, drywall, electrical, fencing, etc.).

Where the Director and/or the Engineer feel a pre-bid meeting is mandatory, that information will be included in the Invitation for Bid. Bidders who do not attend the mandatory pre-bid meeting will be prohibited from submitting a bid.

Bids received late will not be accepted or considered for the award. Bids are opened publicly at a specific date and time. A Bid Tabulation will be created and made available to all interested Bidders following the reading of the bids. No bid will be awarded until the Director, ~~Public Works Director and the Engineer, and any other individual who is managing the project~~ have reviewed each bid. A written recommendation for the award shall be sent to the County Administrator for review and subsequent submission to County Council for approval. Upon approval, the Director with the assistance of the County Attorney, shall create a contract agreement which is sent to the successful contractor for execution. Once the contract agreement has been returned, the Director, ~~Public Works Director and the Engineer, and any other individual who is managing the project~~ will issue a "notice-to-proceed" for the contractor.

It is the policy of the County to award the contract to the lowest responsible and responsive Bidder who best meets the County's plans and specifications. Factors considered in awarding a construction contract should include without limitation, the following: 1) quality; 2) price; 3) warranty or guarantee; 4) timeliness of delivery; 5) service; 6) past performance of contractor on previous projects; 7) client references involving like or similar projects.

In the event the Director recommends awarding the contract to other than the lowest Bidder, the Director and/or the Engineer shall submit a written request to the County Administrator detailing reasons for the request. Depending on the approval authority required, this may be approved by the County Administrator and sent back to the Director or approved by the County Administrator and sent on for review to the County Council. If either the County Administrator or County Council do not adopt the recommendation of the Director, the contract will be awarded to the lowest Bidder.

When deemed necessary by the Director, a bid deposit in the amount of at least 5% of the proposed contract price will be required of all Bidders. This deposit will be in the form of a 5% bid bond executed by a corporate surety licensed under the laws of South Carolina. If the successful Bidder fails to enter into the proposed contract within 15 days after the award date, the County may call for the bid bond.

A performance bond in the amount of 100% of the contract price may be required at the discretion of the Director and/or the County Administrator in any case where the construction contract price exceeds \$50,000.00. Such bond shall be reviewed and approved by the County Attorney. This provision enables the Director to ensure that the contractor provides suitable evidence of their financial condition and ability to complete the work without financial difficulty. Cash or a certified check, in the full amount of the contract, may be submitted as part of the contract in lieu of a bond within fifteen (15) days from the contract award date. Failure of the contractor to satisfactorily fulfill their obligations shall be cause for the forfeiture of the guaranty. In such instance, the Director shall document the circumstances and file such findings with the related contract.

In some cases, the Director may determine that an alternative to a performance bond is appropriate. In such cases the County shall require a general liability insurance policy with a binder for "completed operations" and premises policy rider sufficient to cover the cost to complete the project. In addition, a provision shall be made for all accounts payable checks for the project to be issued as jointly payable to the contractor and supplier. Also, a provision shall be made in the contract raising the percentage of retention in the contract prior to completion.

For construction contracts of less than \$50,000.00, 25% of each payment request shall be retained by the County until the final payment for the contract is made or until the County has determined to its satisfaction that the contracted project is substantially complete.

Commercial contractors must be licensed by the South Carolina Department of Labor, Licensing and Regulation (SCLLR) before being awarded any contract for \$5,000 or more. Electrical and plumbing contractors must secure a surety bond, made out to Chester County, before being awarded any contract for \$1,000 or more. Mechanical contractors must secure a surety bond, made out to Chester County, before being awarded any contract for \$2,500 or more.

H. Competitive Sealed Proposals ("RFP")

(i) *Conditions for use.* Where the Director determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by competitive sealed proposals. Proposals shall be solicited through a Request for Proposals ("RFP").

(ii) *Public Notice.* Public notice of the RFP shall be given not less than seven (7) days prior to the date set forth therein for the opening of the proposals. Such notice may include publication in a newspaper of general local circulation or advertisement on SCBO and the Chester County website.

(iii) *The RFP.* The RFP should state the relative importance of price or fee and other evaluation criteria. The County shall attempt to secure proposals from no less than three (3) qualified sources, when such sources are available.

(iv) *Receipt of Proposals.* No proposals shall be handled so as to permit disclosure of the contents of any proposal to competing Offeror's during the process of negotiation. A register of proposals shall be prepared containing the name of each Offeror, the number of modifications received if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

(v) *Request for Qualifications (RFQ).* Prior to soliciting proposals, the Director may issue an RFQ from prospective Offerors. Such request shall contain at a minimum a description of the goods or services to be solicited by the RFP, and the general scope of work and shall state the deadline for submission of information and how prospective Offerors may apply for consideration. The request shall require information only on their qualifications, experience and ability to perform the requirements of the contract.

After receipt of the responses to the RFQ from prospective Offerors, prospective Offerors shall be ranked from most qualified to least qualified based on the information provided. Proposals shall then be solicited from at least the top two (2) prospective Offerors by means of a RFP. The failure of a prospective Offeror to be selected to receive the RFP shall not be grounds for protest under this Manual.

(v) *Proposal Opening.* Proposals shall be publicly opened and only the names of the Offerors disclosed at the proposal opening. Contents of competing proposals shall not be disclosed during the process of review and discussion. Proposals shall be available for public inspection after award of the contract. Proprietary or confidential information marked as such in each proposal shall not be disclosed without written consent of the Offeror. Late proposals shall neither be opened nor considered for award; however, the name and address of the late Offeror and the time of attempted delivery will be recorded.

(vii) *Clarifications with Responsible Offerors and Revisions to Proposals Prior to Selection of Preferred Offeror or Proposal.* As provided in the RFP, discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for submissions, and prior to award for the purpose of obtaining best and final offers. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing respondents.

(viii) *Selection and Ranking.* Proposals shall be evaluated using only the criteria stated in the RFP and there must be adherence to any weightings that have been previously assigned. Once evaluation is complete, all responsive Offerors shall be ranked from the most advantageous to the least advantageous to the County, considering only the evaluation factors stated in the RFP. If price is an initial evaluation factor, award shall be made in accordance with this.

If price is not an initial evaluation factor, negotiations shall be conducted with the top ranked responsive Offeror for performance of the contract at a price which is fair and reasonable to the County. Should the Director be unable to negotiate a contract at a price which is fair and reasonable to the County, negotiations shall be formally terminated with the top ranked responsive Offeror and negotiations commenced with the second most advantageous responsive Offeror, and then the third and so on until a satisfactory contract has been negotiated. In conducting negotiations, there must be no disclosure of any information derived from proposals submitted by competing Offerors.

(ix) *Award.* Except as hereinafter prescribed, the award shall be made to the responsible Offeror whose proposal is determined, in writing, to be the most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

V. OTHER PROCUREMENT METHODS

A. Small Purchases

Any purchase not to exceed \$10,000 may be accomplished without securing competitive quotations if the prices are fair and reasonable. Documentation of purchase must be accomplished through an approved Requisition and the issuance of an approved Purchase Order. Competitive quotations need only be taken when the Director suspects the price may not be fair and reasonable, e.g., comparison to previous price paid, personal knowledge of the price range of the item involved. The Director may periodically review the frequency of 'small purchases' to ensure the purchase is not a large purchase being purchased over a period to avoid the procurement process. Regardless of the amount of the small purchase, the vendor will be set up in the same fashion as other vendors and shall submit a written quote for the purchase, an executed W-9 and required Insurance Certificates to the Director.

B. Blanket Purchase Contracts

Blanket Purchase Contracts may exist for ongoing needs of the County. Bids are solicited based upon historic use of certain supplies or equipment. Procurement may authorize certain Department Directors to place orders against blanket contracts without seeking bids each time

since unit prices and terms have been agreed upon in writing by both parties. Certain Blanket Purchase Contracts may contain a provision for the renewal of a given annual contract for up to two (2) additional fiscal years based upon mutual agreement of both the County and the Vendor. Single purchases on a blanket Purchase Order must not exceed \$2,500.00, and those that do exceed this limit must follow the appropriate process for the amount being purchased. Violation of this requirement may result in the loss of purchasing authority or personal liability for the purchase. Blanket Purchase Contracts **still requires the submission subsequent receipts and must be approved by the County Administrator and/or the Director.**

C. Emergency Purchases/Emergency Construction

Emergency purchases should be avoided whenever possible through proper planning. An emergency may be defined as an “unforeseen occurrence requiring prompt and immediate action.” An emergency may also include situations in which life, safety, and welfare of the County citizens are in danger, necessitating emergency construction work such as, without limitation, repairs to a sewer line, repairs to a water well pump, etc. For emergency purchases or contracts exceeding \$500.00, the Department Director must request authorization from the County Administrator, utilizing the County Purchase Order, requesting a waiver of the County’s formal bid procedures. All efforts must be made by the Department Director to obtain approval from the Chester County Administrator or his/her designee. Such emergency purchases or construction may then be executed immediately upon approval. In cases where the County Purchase Order is not completed due to the extreme nature of the emergency, the Department Director is expected to follow up with the Director with an appropriately completed Purchase Order once the emergency has ceased and as soon as practicable. Department Directors in first-responder situations should plan accordingly in their budgets for emergency purchases through the fiscal year.

D. Sole Source Procurement

Any request by a Department ~~Director~~ Director that a procurement be restricted to one potential source shall be made in writing and shall contain an explanation as to why no other source will be suitable or acceptable to meet the needs of the County. A contract of less than, or equal to Twenty-Five Thousand Dollars and No Cents (\$25,000.00) may be awarded for a supply, service or construction item without competition where the County Administrator and the Director determine in writing that there is only one source for the required supply, service or construction item, or that the proposed award to a single source is a permitted, noncompetitive procurement as set forth herein. Certification from the sole source vendor may be required. After verification of a sole source vendor, or the justification of a sole source purchase is warranted, the Director has the authority to negotiate the price, terms and conditions of the procurement. A sole source for non-competitive contract award greater than ~~Twenty-Five~~ One Hundred Thousand Dollars and No Cents (~~\$25~~ 100,000.00) for a supply, service

or construction item must be approved by County Council. The Director will review the record of sole source providers yearly and submit the list of renewals for approval for the next fiscal year to County Council during the budget process.

Examples of permissible, non-competitive procurements include without limitation:

- Where the County Administrator has deemed the compatibility of equipment, accessories, services, systems, software or replacement parts is of paramount importance;
- Where the item or service is an unexpected but immediate need such as towing services;
- Where an item is required for trial use or testing; ~~and~~
- Where public utility services are to be procured; and-
- Any situation or circumstance the County Administrator deems to be appropriate for non-competitive procurement.

E. State Contract Procurement

State procurement enters into a variety of contracts with manufacturers and/or dealers utilized by the State and local governments at all levels. The Director may procure without competitive bids equipment, supplies, or services which are under current state contract. These commodities may include without limitation, vehicles, tractors, backhoes, radar units, janitorial supplies, office supplies, traffic control equipment and fuel.

General Services Administration (GSA), HGAC, Sourcewell, Omnia, NASPO, are some of the onrtract holders who make their products available to State and local governments for the same prices charged to federal government agencies. County purchasing may procure without competitive bids, equipment or supplies under contract with these entities, also referred to as Federal Supply Schedules.

Any purchase made through a State Contract or Federal Supply Schedule must be indicated as such on the Purchase Order through reference of the State Contract number or the Federal Supply Schedule Contract number. Purchase Orders that are purported to be purchasing through either agency but do not contain this number will be returned to the issuer without approval for the purchase. **State Contract procurement still requires a purchase order submission to the Director.**

VI. CONTRACT ADMINISTRATION

A. Types of Contracts

A contract is a bilateral agreement entered into by the buyer and the seller. For a contract to be legally binding and enforceable, both an offer and acceptance, in identical terms are required. **Contracts that bind Chester County may only be signed by the County Administrator.** Other County employees who sign a contract without express authority may be held personally liable for the contractual amount therein.

Subject to the limitations of this Manual, any type of contract which will promote the best interest of the County may be used provided that the use of a cost plus a percentage of cost contract is prohibited. A cost-reimbursement contract may be used only when the Director determines that such a contract is likely to be less costly to the County than any other type or that it is impractical to obtain the supplies, services or construction required except under such a contract.

Types of permissible contracts include without limitation:

(i) *Multi-Term Contract.* A contract for supplies or services may be entered into for a renewable period or until completion of the project(s) which was clearly described in the original solicitation, whichever is later, not to exceed a total of five (5) years, provided the term of the contract and the conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of the contracting. Payment and performance obligations of the County for each succeeding fiscal period shall be subject to the availability and appropriation of funds.

Prior to the utilization of a multi-term contract, it shall be determined in writing:

- (a) That estimated requirements cover the period of the contract and are reasonably firm and continuing, and
- (b) That such a contract will serve the best interest of the County by encouraging effective competition or otherwise promoting economies in County procurement.

All multi-term contracts shall contain a clause stating that when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled. **ALL MULTI-TERM CONTRACTS MUST BE APPROVED BY COUNTY COUNCIL.**

(ii) *Leases of Business Personal Property or Equipment.* A lease is a contract for the use of equipment or other supplies under which Title does not pass to the County unless there is a purchase option, where Title may pass to the County at some future time. A lease may be entered into if:

- (a) It is in the best interest of Chester County;

- (b) All conditions for renewal and costs of termination are set forth in the lease; (c)
The lease shall be obtained using normal procurement procedures; and (d)
Funding sources must be compatible with permitting a lease agreement.

(iii) *Lease with Purchase Option.* A purchase option in a lease may be exercised only if the lease containing the purchase option was awarded under competitive sealed bidding or competitive sealed proposal, or the leased supply or equipment is the only supply or equipment that can meet the County's requirements as determined, in writing, by the Department Director of the requesting department and the Director.

When a contract is to contain an option for renewal, extension or purchase, notice of such provision shall be included in the solicitation. Excise of the option is always at the County's discretion only, and not subject to agreement or acceptance by the Contractor.

(iv) *Maintenance Contract.* All maintenance contracts and agreements must be procured through the procurement process. Wherever practical, the terms of maintenance contracts shall be resolved in connection with the original solicitation for the item or equipment, which is the subject of the maintenance contract. The County Administrator or the Director, in consultation with the County Attorney, will review the contract for proper terms and conditions as well as for fair pricing. Maintenance contracts may only be approved by the Director and the County Administrator.

B. Contract Requirements

(i) *Contract File.* The Director shall maintain all determinations and other written records pertaining to the solicitation, award or performance of a contract in a contract file. Following the award of construction contracts, contract files reflecting daily administration shall be maintained in the department responsible for overall administration of the project. Copies of Change Orders to the contract shall also be maintained in the Director's file.

All procurement records shall be retained and disposed of in accordance with record retention guidelines and schedules approved by the State. If a contract is being funded in whole or in part by assistance from a Federal agency, then all procurement records pertaining to that contract shall be maintained for three (3) years from the closeout date of the assistance agreement, or the final disposition of any controversy arising out of the assistance agreement.

(ii) *Legal Review.* All contracts shall be either drafted by the County Attorney or if supplied by the Contractor/Vendor, reviewed by the County Attorney to ensure that the best interest of the County is served by the document.

(iii) *Required Provisions.* All contracts for supplies, services and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Director may also issue clauses appropriate for supply, service or construction contracts which may address the following subjects:

- (a) The unilateral right of the County to order, in writing, changes in the work within the scope of the contract;
- (b) The unilateral right of the County to order, in writing, temporary stoppage of the work or delaying performance that does not alter the scope of the contract;
- (c) Variations occurring between estimated quantity of work in a contract and actual quantities;
- (d) Defective pricing;
- (e) Liquidated damages;
- (f) Specified excuses for delay or non-performance;
- (g) Termination of the contract for default, or in whole or in part, for the convenience of the County;
- (h) Suspension of work on a construction project ordered by the County; (i) Site conditions differing from those indicated in the contract or ordinarily encountered except that differing site conditions clauses need not be included in a contract:
 - I. When the contract is negotiated;
 - II. When the contract provides the site or design, or
 - III. When the parties have otherwise agreed with respect to the risk of differing site conditions.
- (j) Types and amounts of insurance coverage which are reasonable but required for the protection of the County.

(iv) *Price Adjustments.* Adjustments in price resulting from the use of contract clauses as shown herein shall be computed in one or more of the following ways:

- I. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practical.
- II. By unit prices specified in the contract or subsequently agreed upon.
- III. By the cost attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon.
- IV. In such other manner as the contracting parties may mutually agree.
- V. In the absence of agreement by the parties, by unilateral determination by the County, of the reasonable costs allocable either directly or indirectly to the events or situations under such clauses as accounted for in accordance with generally accepted accounting principles, and with

adjustment of profit or fee, as appropriate and subject to the other provisions of this Manual.

(v) *Standard Contract Clauses and their Modification.* The Director may establish, after consultation with the County Attorney, standard contract clauses for use in County contracts. If the Director establishing any standard clauses addressing the subjects set forth above, such clauses may be varied provided that any variations are supported by written determination that states the circumstances justifying such variations, and provided that the nature of any such material variation be stated in the Invitation for Bids or RFP.

(vi) *Change Orders/Contract Modifications.* Every contract modification, Change Order, or contract price adjustment under a construction contract with the County shall be subject to prior approval by the Director. The Director may approve such modifications, Change Orders, or adjustments that do not exceed the budgeted amount approved by County Council. Any increase over the budgeted amount must be approved by County Council.

(vii) *Right to Inspect Plant.* The County may at reasonable times inspect the part of the plant, place of business, or work site of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the County.

(viii) *Right to Audit Records.* The County may at reasonable times and places audit the books and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the subcontract or as otherwise provided by laws of the State of South Carolina.

The County shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixedprice contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the subcontract or as otherwise provided by the State of South Carolina.

VII. LEGAL AND CONTRACTUAL REMEDIES

A. Authority to Resolve Protested Solicitations and Awards

(i) *Right to Protest.* Any actual or prospective Bidder, Offeror, or Contractor who feels they are aggrieved in connection with the solicitation or award of a contract may submit a written protest to the Director, except as otherwise stated in this Manual. The protest must be

submitted within seven (7) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

(ii) *Authority to Resolve Protests.* The Director shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest by an aggrieved Bidder, Offeror, or a Contractor, actual or prospective, concerning the solicitation or award of a contract.

(iii) *Decision.* If the protest is not resolved by mutual agreement, the 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 his rights to administrative review as provided in this Manual and under the laws of the State of South Carolina.

(iv) *Notice of Decision.* A copy of the decision under subsection (iii) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other intervening party.

(v) *Finality of Decision.* A decision under subsection (iii) of this Section shall be final and conclusive, unless fraudulent.

(iv) *Appeal.* A person adversely affected by the decision may appeal administratively to the County Administrator.

B. Debarment or Suspension of Bidders, Offerors, or Contractors

When for any reason, collusion or other anti-competitive practices are suspected among any Bidder, Offeror, or Contractor, a notice of the relevant facts shall be transmitted to the County Attorney.

Authority. After fifteen (15) days' notice to the person involved and reasonable opportunity has passed for that person to be heard, the Director in consultation with the County Attorney and the County Administrator, shall have the authority to debar a person for cause from consideration for award of prospective contracts. The debarment shall not be for a period to exceed three (3) years. The same officer, after consultation with the County Attorney and the County Administrator, shall have the authority to suspend a person from consideration for award of contracts if there is probable cause for debarment. The suspension shall not be for a period to exceed three (3) months. The authority to debar or suspend shall be exercised in accordance with the regulations contained herein.

Reasons for Debarment or Suspension of Bidders, Offerors, or Contractors. The causes for debarment or suspension include without limitation the following:

i. Conviction for commission of a criminal offense as an incident to obtain, or attempting to obtain, a public or private contract or subcontract, or in the performance of such Contractor subcontract.

ii. Conviction under State or Federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a County Contractor.

iii. Conviction under State or Federal antitrust statutes arising out of the submission of bids or proposals.

iv. Violation of contract provisions as set forth herein, of a character which is regarded by the Director to be so serious as to justify debarment action:

- a) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract, or
- b) A recent record of failure to perform, or of unsatisfactory performance, in accordance with the terms of one (1) or more contracts if failure to perform, or unsatisfactory performance caused solely by acts beyond the control of the Contractor shall not be a basis for debarment.

v. Any other cause the Director determines to be so serious and compelling as to affect responsibility as a County Contractor, including debarment by another governmental entity for cause.

vi. For violation of the ethical standards set forth in the State Ethics Act.

vii. Failure to pay uncontested or unappealed but delinquent, real or personal property taxes. These taxes are meant to include those taxes, assessments and penalties for which the County Treasurer has issued his tax execution to the Delinquent Tax Collector. However, this is not deemed to include tax assessments that are actually under formal appeal, or in litigation, at the time the debarment or suspension decision is made.

Decision. The Director shall issue a written decision to debar or suspend. The decision shall:

- a) State the reasons for the action taken, and
- b) Inform the debarred or suspended person involved of their rights to administrative review as provided in this Manual.

A copy of the decision shall be mailed or otherwise furnished immediately to the debarred or suspended person, and any other party intervening. A decision under this Section shall be final and conclusive unless fraudulent, or the debarred or suspended person appeals administratively to the County Administrator.

Time of Decision, Prohibition from Accepting Bids or Offers from Person(s) Where Contract is Terminated. In addition to the authority to suspend or debar, the Director is further and expressly authorized to suspend a Bidder, Offeror or Contractor after submission of a bid or response to a solicitation where the Bidder, Offeror or Contractor is not determined to be subject to debarment or suspension until after the bid or response has been filed with the County. Where the County has terminated a contract, or contracts, with a person for cause or due to the failure or inability of the person to properly perform, the Director may not accept a bid or proposal for goods or services from such a person for a solicitation which either in whole or in part seeks a replacement or substitute for the goods or services which were the subject of the terminated contract. The Director may not accept a bid or offer from a person or company that is an affiliate, successor or assignee of the defaulting company or person, or which has an element of common management, ownership, or control with the terminated company.

C. Resolution of Contract Controversies

This Section applies to controversies between the County and a Contractor which arises under or by virtue of a contract between them. This includes without limitation, controversies based on breach of contract, mistake, misrepresentation or other cause for contract modification or rescission. The Director, after consultation with the County Attorney and the County Administrator, is authorized prior to commencement of an action in a court concerning the controversy, to settle and resolve any controversy described herein.

If such a controversy is not resolved by mutual agreement, the Director shall promptly issue a decision in writing. The decision shall:

- (a) State the reason for the action taken, and
- (b) Inform the Contractor of its right to administrative review as provided in this Manual.

A copy of the decision shall be mailed or otherwise furnished immediately to the Contractor. This decision shall be final and conclusive unless fraudulent or the Contractor appeals for administrative review by the County Administrator.

If the Director does not issue the written decision required under this Section within thirty (30) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision has been received.

Any Bidder, Offeror or Contractor receiving an adverse decision may appeal this decision to the courts of the State of South Carolina.

VIII. DISPOSAL OF SURPLUS COUNTY EQUIPMENT

The Director shall be responsible for the disposal of junk, excess or obsolete materials and equipment such as automobiles, trucks, vehicle bodies, tractors, riding mowers, typewriters, etc. following appropriate approval, the Director will periodically (but no less than on an annual basis) offer such material for sale. Surplus items may be sold through a public auction or by sealed bids. The most appropriate method of disposal will be determined as required. Sales of surplus equipment will be advertised in a publication of general local distribution and through SCBO.

Outdated or used County equipment may be sold to other governmental entities provided the offer to buy is fair and reasonable. The sale must be approved in writing by the Department Director and the County Administrator.

IX. DISPOSAL OF COUNTY REAL ESTATE OR REAL PROPERTY

It is the policy of the County to offer for sale, at fair market value, all surplus real property owned by the County. Surplus real property may be sold to adjacent property owners only when, as determined by an appraiser's report, such property is usable only by the adjacent property owner(s). When the property is sold, adequate legal provisions shall be made so that no owner will be denied access to his or her property because of the sale. The County Administrator shall set a minimum selling price for all appraised surplus properties and approved by County Council.

This section does not pertain to properties seized and held by the Chester County Forfeited Land Commission.

All surplus real properties must be appraised to determine fair market value.

The sale of any surplus real property must be approved by County Council through its ordinance process, including without limitation a public hearing. After Council has authorized the sale of specific surplus real property, the property shall be sold as follows:

(i) *Publication.* The Director will advertise surplus properties at least twice in a publication of local distribution with the advertisement containing the minimum selling price and a request for offers-to-buy on a given date, no less than thirty (30) days and no more than seventy-five (75) days after first publication. Offers-to-Buy will be submitted to the Director to be opened on the specified date and time.

(ii) *Acceptance or Rejection of Offers-to-Buy.* On all sealed offers-to-buy (bids), only the highest net offer after deducting any fees or commissions will be considered. The County will

have thirty (30) days to accept or reject an offer-to-buy. Council may, by motion, extend the time for considering the offer to sixty (60) days. If no reasonable offers-to-buy are received, the selling price of such property may become negotiable.

X. INVENTORY CONTROL PROCEDURES

The Inventory Control policy establishes a process for the recording, identification and accountability of all County-owned assets of significant value that is relatively permanent. The Finance Director, along with the assistance of the Procurement Director and Risk Management, have the responsibility to maintain a system of equipment control to provide a safeguard against loss and to facilitate effective utilization. Equipment of the County is paid for by the County taxpayer and the County must then be good stewards of that equipment.

A. Asset Types

- (i) *Land.* Land includes the investment, held fee simple in real estate other than buildings and/or other improvements. All land, as defined, regardless of value or cost, should be capitalized.
- (ii) *Buildings.* Buildings include all County-owned buildings except those whose condition prevent their serving a present or future useful purpose. Permanently installed fixtures to or within a building, such as boilers, lighting fixtures, and plumbing are considered a part of the building. The subsequent addition or minor fixtures and/or equipment to a building should be recorded as equipment. The costs of major improvements to a building, renovation of the building, etc., should be capitalized and recorded as part of the building asset value.
- (iii) *Other improvements.* Other improvements are physical property of a permanent nature, including storage tanks, reservoirs, parking areas, park facilities, etc.
- (iv) *Infrastructure.* Infrastructure assets are long-lived capital assets that normally are stationary in nature and can be preserved for a significantly greater number of years than most other capital assets. Examples are roads, bridges, drainage systems and lighting systems.
- (v) *Equipment.* Equipment includes movable property of a relatively permanent nature and of significant value, such as mobile equipment, office equipment, data processing equipment, machines, tools, and office furniture and fixtures. "Relatively permanent" is defined as a useful life of three years or longer. "Significant value" is defined as having an original cost of \$5,000 and over. The County may exercise the option to include other items for the purpose of maintaining appropriate accounting control. The cost may be applied in some instances to aggregates of units of similar type or purpose, such as groups of chairs, shelving, filing cabinets,

erc, rather than to the individual unit/location. Expenses in the \$5,000-plus and the one-year life rule will be applied consistently.

2. Maintenance of Fixed Assets Inventory

The County shall maintain an inventory of its physical assets. The physical assets list will be maintained by the Finance Director for the purpose of:

- (i) Safeguarding the County's capital investment;
- (ii) Fix responsibility for the custody of the equipment;
- (iii) Assist in formulation of aquisition and retirement policies through administration of lease regarding price, terms of supply and useful life etc;
- (iv) To provide data for financial reports, including funding, repairs, or replacement needs.

Capital assets are tangible assets of significant value having a useful life that extends beyond a reasonable time period as defined by the County. The capital assets included in the County's accounting system are land, buildings, other improvements, infrastructure and equipment.

The County Finance Director shall oversee an appropriate property and equipment control system to meet the need for detailed information as to particular identification of the property or equipment and the costs, the depreciation, the assignment and the location of the equipment for assets of a value of \$5,000.00 or more. The Finance Director or his designee shall conduct an annual inventory of all equipment assigned to each Department/unit location. The responsibility for equipment accountability is assigned to the Department Director. The policy requires:

- (i) All items of equipment to be brought under control shall be identified by an assigned fixed asset number as required below.
- (ii) Periodic physical inventories, at least once annually, shall be taken of all items of equipment placed under a fixed control number.
- (iii) Equipment utilization controls shall be maintained for significant items, whether they are in the form of daily usage records or simple periodic observations to provide a safeguard against loss and to facilitate effective utilization.
- (iv) No item of equipment should be permitted to leave the premises without a pass signed by the proper authority. This includes equipment intended for other County locations and signed off by the Department Director for removal and return.
- (v) Department Director shall be administratively responsible for any equipment assigned to their Department. The equipment assigned should not be permanently transferred without written approval of the County Administrator and the Finance Director.
- (vi) (vi) *Inventory Components.* To be included in an inventory, an item should:

- b) Chester County property;
- b) Include items of furniture, electrical equipment, video cameras, records and apparatus which have physical wear and tear, depreciation or impairment of physical condition and which have a probable life of more than three (3) years;
- c) Include items that Chester County is leasing or renting, if the lease is applied toward the purchase of the item and is determined to be a capital lease.

(vii) *Non-Inventory Items.* The following should not be included in a physical inventory:

- a) Items that are purchased by a grant or contract for which the County does not hold title;
- b) Personally owned items;
- c) Expendable items;
- d) Items that are considered permanent attachments to a building, e.g., light fixtures, built-in cabinets, permanently installed heating and cooling apparatus and carpeting.

Generally, all equipment purchases in excess of \$5,000 must be placed under control. Different levels of equipment control can be established.

(viii) *Receipt of New Equipment.* When new equipment is received by the County, the Procurement Director shall verify that the item description is identical to the item as described on the purchase order issued to the Vendor, tag the equipment or work with the Department Director to get the equipment verified and tagged.

(ix) *Equipment Information.* Information regarding new and existing equipment should include without limitation:

- a) Description;
- b) Serial or manufacturer identification number;
- c) Original cost;
- d) Purchase Order Number;
- e) Acquisition date;
- f) Disposition date where applicable;
- g) Category;
- h) Department to which equipment is assigned;
- i) Person assigned responsibility for the equipment;
- j) Location – building and area of the building where equipment is kept or used.

(x) *Changes in Status of Equipment.* All status changes to equipment are to be reported by the Department Director immediately as they occur as follows:

- a) Whenever an equipment item is temporarily (less than six (6) months) transferred between locations, the Department initiating the transfer must keep a record of its new location. The new location must be reported to the Finance Director and Risk Management.
- b) Whenever an item of equipment is to be permanently transferred to another location, this must be reported by the Department Director to the Finance Director and Risk Management.
- c) Whenever an item of equipment is found missing or believed to be stolen, this must be reported immediately to the Sheriff's Office, the County Administrator, the Finance Director and Risk Management.

(xi) *Surplus Property Disposal.* Notwithstanding the process previously outlined herein under Section VII and Section VIII, the following will be required for inventory control purposes:

- a) The Department Director will evaluate the condition of the item(s) and assign condition as obsolete, poor or scrap.
- b) The item(s) will be disposed of in accordance with this Manual.
- c) The Department Director will be responsible for the removal of the asset control tag and returning it to the Procurement Director.
- d) Upon being advised of the disposition of the asset, the Finance Director will retire the asset(s) from the Inventory Control system.
- e) An annual report of surplus sales shall be submitted prior to the conclusion of the fiscal year to Chester County Council, the Finance Director and Risk Management by the Procurement Director.

C. Development and Assignment of Fixed Asset Control Numbers

Capital assets shall be categorized into several classification groups based on type and use of the items. These groups shall be defined and maintained on file in the Procurement and the Finance Departments.

Capital assets will be assigned control numbers and will be added to the capital asset inventory list immediately following invoice payment to ensure that a current and accurate listing is maintained.

D. Department Review of Capital Asset Listing

On an annual basis, Department Director will be issued a copy of the Asset listing for their respective Department(s). This asset report shall be thoroughly reviewed, noting changes, additions, or deletions to be made to the inventory system. The inventory system will be revised based on information received from each department. A copy of the revised information will be provided to Procurement and Risk Management for the purpose of updating their records and/or insurance coverages.

XI. ELECTRONIC PROCUREMENT AND COMMERCE

A. Electronic Procurement

The Director may participate in securing goods and services as provided in this Manual by means of electronic procurement where sealed bids are not required. Examples of the type procurement may include without limitation:

1. Reverse auction where bids are permitted until the lowest bid is identified;
2. Acceptance of RFP and RFQ electronically;
3. Establish a chat room for meeting of Bidders, Offerors and Contractors;
4. Establish a FAQ site which relates to a specific bid or proposal.

B. Electronic Record

S.C. Code of Laws §26-5-520 states that an electronic record is deemed to be secure if:

1. It is created by application of a security procedure that is commercially reasonable and agreed to by the parties;
2. The electronic record can be verified not to have been altered since a specified point in time.

C. Electronic Signature

S.C. Code of Laws §26-5-510 states that an electronic record is deemed to be secure if:

1. It is created by application of a security procedure that is commercially reasonable and agreed to by the parties;
2. The electronic signature can be verified by use of a procedure that is recognized and approved by the parties;
3. When not previously agreed to by the parties, the electronic signature is:
 - a. Unique to the party using it; and
 - b. Capable of identifying such party; and
 - c. Created in a manner or using a means under the sole control of the party using it; and

- d. Linked to the electronic record to which it relates in a manner such that, if the record is changed, the electronic signature is invalidated.

D. Electronic Commerce

The Director may participate in securing goods and services through means of electronic commerce whereby quotes and solicitations for the purchase of goods or services is done through a business' electronic "store".

E. Security of Records

All records received electronically will be maintained electronically in a secure location and retained in original format.

XI. CREDIT CARD PURCHASES

A. Authorized Use

Credit cards are issued to certain personnel (the "authorized user") within the County who are authorized to use such cards for appropriate purchases for their Department and who frequently purchase commodities and services. A frequent purchase is defined as using a card at least once in a three (3) month period. The employee who has been authorized to use the credit card is the only person authorized to use the card. **Chester County credit cards cannot be used at any time for personal purchases.** Any employee allowing others to use the County credit card or who has used the County credit card for personal use may be subject to disciplinary action, up to and including termination. The authorized user will notify the Finance Director and/or Accounts Payable for any loss or expiration of the credit card.

The total cost of any transaction must not exceed the established single transaction limit. A single purchase may be comprised of multiple items purchased in one transaction. All items purchased to meet a single requirement must be purchased in one transaction. A single purchase shall not be split into two or more transactions to stay within the single transaction limit.

B. Prohibited Use

Credit cards shall not be used under any circumstances for the following:

- (i) Cash Advances;
- (ii) Gift cards;
- (iii) Rental or lease of land or buildings;

- (iv) Utilities (i.e., telephone services, telephone calls, etc.);
- (v) Alcoholic beverages or tobacco products;
- (vi) Non-business entertainment expenses;
- (vii) Sales tax;
- (viii) Square technology or third-party billing vendor set up in an individual's name; (ix) Third-party billing vendor fees, and (x) Credit card fees or surcharges.

~~Unless otherwise approved in writing by the County Administrator and/or the County Treasurer or his designee, credit card accounts shall not be used for the following:~~

- ~~(i) Fuel, and~~
- ~~(ii) Any other items currently under a master contract or prohibited from purchase by County policies.~~

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C. Fuel Cards

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Fuel Cards shall be issued to each County vehicle and the card must remain in the vehicle to which it was issued. PIN numbers are assigned to each fuel card and may not be shared with others. Fuel cards are for gasoline fillups only and may not be used for high octane fuel (unless required by Auto Maintenance, food, or car washes).

DC. Responsibility of Finance Director

The Finance Director or his designee shall be responsible for the following with regard to the County credit card:

- (i) Monitor all disputed purchases, credits and billing errors;
- (ii) Provide all new requesting Department cardholders the internal controls, transaction review and approval procedures prior to their usage of the card;
- (iii) Collect expired cards and distribute renewal cards;
- (iv) Assist in requesting Department's reconciliation;
- (v) Monitor for appropriate purchases on the card to ensure that all purchases are directly related to the mission of the County and serve a public purpose and to contact the appropriate individual or Department Director where clarification may be required, and
- (vi) Obtain original detailed invoices or itemized receipts for all purchases.

DE. Procurement Requirements

Employees making purchases on a County-issued credit must follow established procedures and guidelines for procurement including without limitation the requirement for bids and the need for a purchase order.

At no time should items on back order be charged to a credit card.

Purchasing authority must instruct the vendor to charge the card account at the time of shipment or when services are rendered so the commodities/service is received before the charge is posted to the account. The purchasing authority will confirm that the vendor is properly licensed and insured as required by the area of discipline at the time the service/commodities is delivered.

Purchasing authority must report lost cards or potentially fraudulent activity **immediately** to the Finance Director and/or Accounts Payable.

Authorized users are required to follow the following procedures:

- All transactions must be supported by original detailed or itemized receipt or invoice listing what was purchased, unit cost, number of units purchased, total cost, vendor name, etc. and any other applicable back-up documentation.
- Invoices and receipts that list the entire card account number and expiration date are to be adjusted so that only the last four digits of the card account number are listed. An appropriate adjustment would be to cross out or white out the numbers and expiration date.
- The vendor name listed on invoices and receipts should match the credit card statement.

EF. Infractions of Policy/Procedure

The Finance Director reserves the right, dependent on the degree of the infraction, to impose any of the actions below when an infraction of the policy and/or procedure is suspected:

- The Finance Director has the authority to deactivate a credit card account pending the completion of a review;
- The cardholder will be notified that an account is under review and pending investigation;
- The use of a County-issued credit card may be deactivated, suspended or cancelled;

- The authorized user may be issued a written warning;
- The authorized user may be placed on a 30-day suspension during which all charging privileges are suspended;
- The authorized user may be placed on a ninety (90) day suspension during which all charging privileges are suspended;
- The authorized user may be placed on a one-hundred eighty (180) day suspension during which all charging privileges are suspended;
- The authorized user is terminated from being an authorized user, and
- Discipline up to and including termination of employment in accordance with this policy and the Employee Handbook of Chester County.

The offending employee may also be subject to:

- Reimbursement to the County for any non-approved purchase(s). The purchase(s) would then become the property of the County.
- Subject to legal action by the County.
- The requirement of South Carolina sales tax if the purchase is deemed to be outside of the realm of a purchase for public purposes.

FG. Termination of Cardholder

When a cardholder or authorized user ends employment with the County, the Human Resources Director is responsible to notify the Finance Director and/or Accounts payable **immediately**. The Human Resources Director will collect the credit card at the termination meeting and submit the credit card to the Finance Director and/or Accounts Payable thereafter. If the Human Resources Director is unable to collect the credit card when an employee is terminated, the Human Resources Director must immediately notify the Finance Director and/or Accounts Payable who will ensure that the credit card is terminated. Where the authorized user leaves the County voluntarily, that employee will be required to coordinate reconciliation of the card activity prior to ending employment.

XII.

Appeals

A. Bid Protests

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the connection with the solicitation or award of a contract may protest in writing to the Director of Contracts and Procurement within fifteen (15) days of the date of the issuance of the Requests for proposals or other solicitations documents, whichever is applicable or any

amendment thereto if the amendment is at issue. Protestors are urged to seek resolution of their complaints initially with the Director of Contracts and Procurement. A protest with respect to a request for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

In the event of a timely protest, the Director will not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted.

B. Contract Claims

All claims by a contractor against the County relating to a contract, except bid protest, shall be submitted in writing to the Director for a decision. The Director may request a conference with the purchasing agent on the claim. Claims include without limitation disputes arising under a contract, and those based upon a breach of contract, mistake, misrepresentations or other cause for contract modification or rescission.

The decision of the Director will be promptly issued in writing and mailed or otherwise furnished to the contractor. The decision will state the basis for the decision and will inform the contractor of its appellate rights.

The Director's decision will be final and conclusive unless within ten (10) calendar days from the date of the receipt of the decision, the contractor mails or otherwise delivers a written appeal to the Director or the commencement of an action in a court of competent jurisdiction.

Chester County Planning Commission Minutes

May 16, 2023

CCMA23-06 E & J Gallo Winery requests a portion of Tax Map #165-00-00-066-000 on or near Highway 21 (Catawba River Rd) to be rezoned from Limited Industrial District (ID-2) to General Industrial District (ID-3).

Planning Director Mike Levister stated actually this is the parcel that substation that is owned behind the Springs plant, that little old bitty square. It was in the original, but Duke Energy or springs couldn't let go of it because they still had to use the substation but now that the transmission has been removed, they have to put the ID-3 to combine it with the current property. That's the only purpose of it. They're not going to be able to use it for nothing because it's sitting up on a hill.

Chairman Raines stated I wonder why they want that little, small portion.

Planning Director Mike Levister stated I think they still got some energy there, but majority of their transmission is coming in a different location.

Chairman Raines stated and just like he said, just a little outlier that couldn't be zoned appropriately at the time because Duke Energy I guess was leasing it for power on entry.

Vice Chairman Hill motioned to approve, second by Commissioner Williams. Vote 6-0 to approve.



Chester County, South Carolina
 Department of Planning, Building & Zoning
 1476 J.A. Cochran Bypass
 Chester, SC 29706

Zoning Map Amendment (Rezoning) Application

Fee: Residential \$150.00, Non-Residential \$300.00, Planned Development \$1000.00

Meeting Date: 5-16-23 Case # CCMA 23-06 Invoice # 6482

The applicant hereby requests that the property described to be rezoned from ID-2 to ID-3

Please give your reason for this rezoning request:

Applicant will be purchasing 0.24 acres which are currently a portion of TMS No. 165-00-00-066. Applicant wishes re-zone this acreage in order to combine it with the parcel immediately to the south (TMS No. 165-00-00-058-000) which the Applicant already owns.

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: 311213; 312120; 312130; 312140

Property Address Information

Property address: On or near Highway 21 (Catawba River Road), Fort Lawn, Chester County
 Tax Map Number: portion of 165-00-00-066-000 Acres: 0.24 acres

Any structures on the property: yes _____ no . If you checked yes, draw locations of structures on plat or blank paper.

PLEASE PRINT:

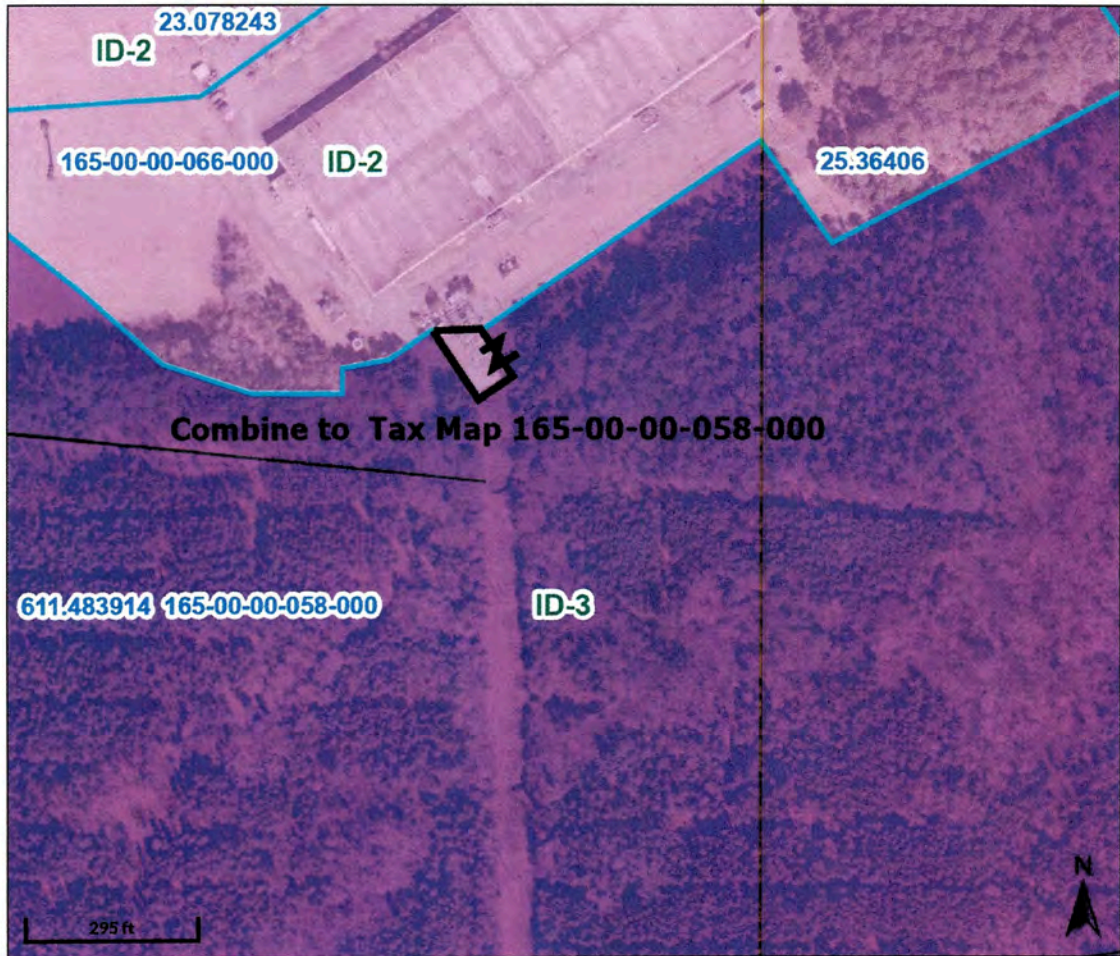
Applicant (s): E & J Gallo Winery, Attn: Andy Fusia
 Address 2386 Catawba River Road, Ft. Lawn SC 29714
 Telephone: _____ cell 209-345-0951 work _____
 E-Mail Address: andy.fusia@ejgallo.com

Owner(s) if other than applicant(s): Springsteen-Frances, LLC
 Address: 1377 Broadcloth Street, Suite 205, Fort Mill SC 29715
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: [Signature] Date: 3/27/2023
 Applicant signature: [Signature] Date: 4/4/2023

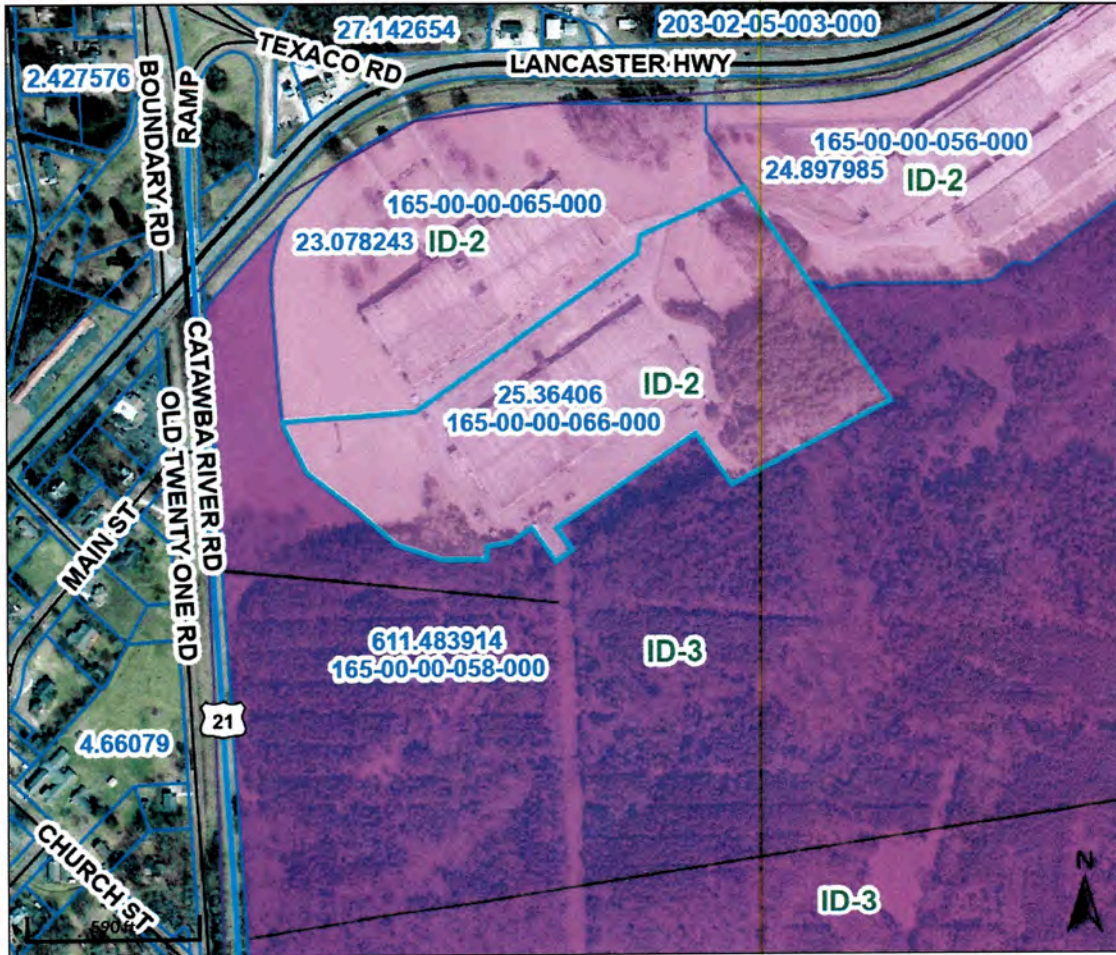
CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.



Parcel ID	165-00-00-066-000	Alternate ID	n/a	Owner Address	SPRINGSTEEN-FRANCES LLC
Sec/Twp/Rng	n/a	Class	C		1377 BROADCLOTH ST, STE 205
Property Address	5840 LANCASTER HWY	Acreage	25.364		FORT MILL SC 29715
District	05				
Brief Tax Description	FRANCES PLANT				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 5/31/2023
 Last Data Uploaded: 5/31/2023 2:05:58 AM

Developed by Schneider
 GEOSPATIAL



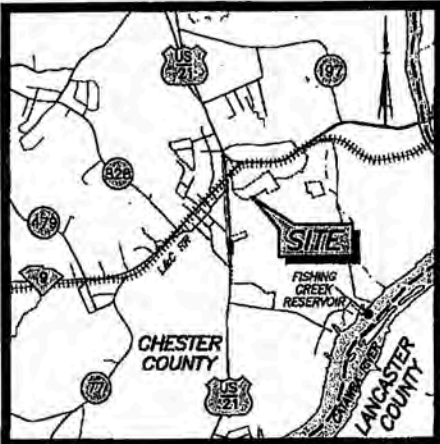
Overview



Parcel ID	165-00-00-066-000	Alternate ID	n/a	Owner Address	SPRINGSTEEN-FRANCES LLC
Sec/Twp/Rng	n/a	Class	C		1377 BROADCLOTH ST, STE 205
Property Address	5840 LANCASTER HWY	Acreage	25.364		FORT MILL SC 29715
District	05				
Brief Tax Description	FRANCES PLANT				
	(Note: Not to be used on legal documents)				

Date created: 5/31/2023
 Last Data Uploaded: 5/31/2023 2:05:58 AM

Developed by  Schneider
 GEOSPATIAL



**SUBJECT PROPERTY
0.24 ACRE**

PT-PT	BEARING	DISTANCE
1344-583	N 84°58'09" E	110.34'
583-581	S 34°26'18" E	80.21'
581-582	S 55°12'12" W	58.79'
582-1345	S 53°43'28" W	36.64'
1345-1344	N 34°44'18" W	135.93'

GEODETTIC AND SC STATE GRID POINT DATA

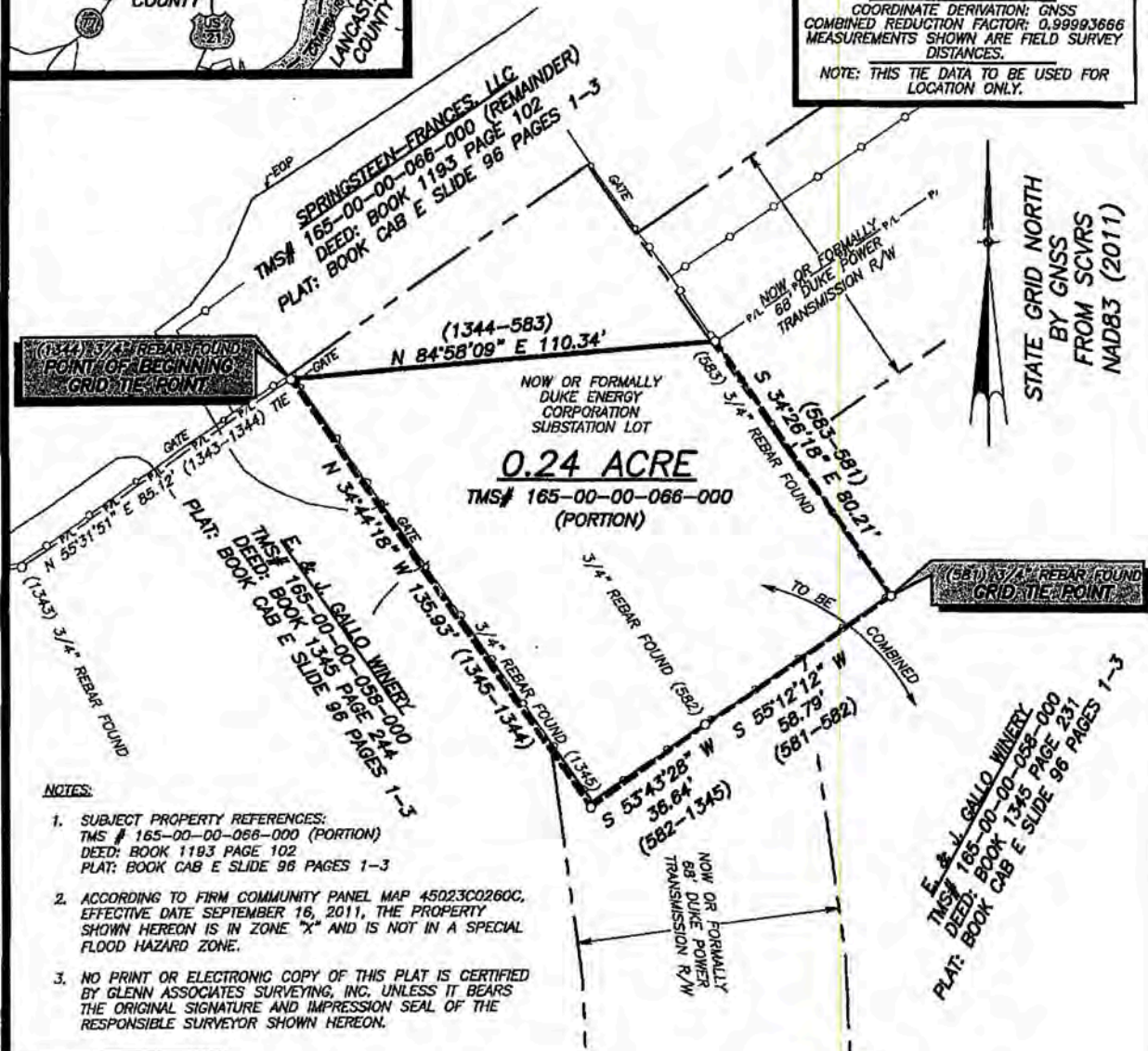
HORIZONTAL DATUM: NAD83 (2011)
VERTICAL DATUM: NAVD 88

POINT NUMBER: 581
SC GRID COORDINATES
NORTH: 1,042,912.86'
EAST: 2,032,867.86'
GEODETTIC COORDINATES:
LATITUDE: N 034°41'58.8850"
LONGITUDE: W 080°53'26.3450"

POINT NUMBER: 1344
SC GRID COORDINATES
NORTH: 1,042,969.42'
EAST: 2,032,712.62'
GEODETTIC COORDINATES:
LATITUDE: N 034°41'59.2461"
LONGITUDE: W 080°53'28.2035"

COORDINATE DERIVATION: GNSS
COMBINED REDUCTION FACTOR: 0.99993666
MEASUREMENTS SHOWN ARE FIELD SURVEY DISTANCES.

NOTE: THIS IS THE DATA TO BE USED FOR LOCATION ONLY.



SURVEYOR'S SEAL

Mark E. Mills
6-10-2022



PROPERTY OF
SPRINGSTEEN-FRANCES, LLC
TO BE CONVEYED TO
E. & J. GALLO WINERY
LOCATED NEAR THE TOWN OF FORT LAWN
CHESTER COUNTY, SOUTH CAROLINA
JUNE 10, 2022
SCALE: 1 INCH = 30 FEET

0 30' 60' 90' 120' 150'

SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.
P.O. BOX 12 JENKINSVILLE, S.C. 29065 telephone (803) 345-5297

Mark E. Mills
MARK E. MILLS; S.C.P.L.S. # 10779

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

DRAWING BY ADAM JANOWICZ

SPRINGSTEEN
— CAPITAL —

March 27, 2023

Via Electronic Mail

Chester County
Department of Planning, Building & Zoning
1476 J.A. Cochran Bypass
Chester, SC 29706

Subject: Zoning Map Amendment Application for a portion of TM # 165-00-00-066-000

Dear Sir or Madam,

This letter shall serve as notification to Chester County that Springsteen-Frances, LLC (“Springsteen”) hereby grants its permission for E & J Gallo Winery (“Gallo”) to file the Zoning Map Amendment (Rezoning) Application for a portion of Parcel 165-00-00-066-000 requesting rezoning to ID-3. Please do not hesitate to contact me at (704) 421-2279 or claude.close@springsteencap.com if you have any questions or concerns.

Sincerely,



Claude Close
Vice President

Edward G. Kluiters
T: 803.255.9245
edward.kluiters@nelsonmullins.com

1320 Main Street, 17th Floor
Columbia, SC 29201
T: 803.799.2000 F: 803.256.7500
nelsonmullins.com

April 5, 2023

Via Fed Ex

Mr. Mike Levister
Director, Chester County Planning Commission
1476 J.A. Cochran Bypass
Chester, SC 29706

Re: Rezoning Application

Dear Mr. Levister:

Enclosed please find the rezoning application for a portion of TMS No. 165-00-00-066. The application is filed by E & J Gallo Winery with permission from the current property owner as evidenced by the enclosed permission letter. I am also enclosing a check in the amount of \$300.00 to cover the fee and a plat depicting the 0.24 acres to be rezoned.

Please feel free to contact me if you have any questions with respect to the enclosed materials or if any further information is needed.

Very truly yours,



Edward G. Kluiters

EK:ikh
Enclosures

Cc (via Email):

Claude Close
Brent Thompkins, Esq.

4886-2146-7739 v.1

Next Year (2024) Changes



Search Options

165-00-00-066-000 Real 01149593 History Year Other Map Number



Find

Alerts

Has Additional Comments

Owner Information

Post Initials	<input type="text" value="KB"/>	Reason for Change	<input type="text"/>	Activity Date	<input type="text" value="09/20/2021"/>
Name 2	<input type="text"/>			Land Value	<input type="text" value="232,500"/>
Address 1	<input type="text" value="1377 BROADCLOTH ST, STE 205"/>			Building Value	<input type="text" value="477,850"/>
Address 2	<input type="text" value="FORT MILL SC"/>			Total Market Value	<input type="text" value="710,350"/>
Zip Code	<input type="text" value="29715"/>			Total Tax Value	<input type="text" value="710,350"/>

Codes		Fire Code	<input type="text" value="FT"/>	<input type="text" value="FORT LAWN"/>
District	<input type="text" value="05"/>	Neighborhood	<input type="text" value="ID2"/>	<input type="text" value="LIMITED INDUSTRIAL"/>
Town	<input type="text"/>	Use Class	<input type="text"/>	
Subdivision	<input type="text"/>			
Description	<input type="text" value="FRANCES PLANT"/>			
Legal	<input type="text"/>			

Location Street Number Street Name Suffix Direction

Additional Information

Appraisal Appeal	<input type="text"/>	Owner Occupied	<input type="text"/>	TIF	<input type="text"/>	Base	<input type="text"/>
Agricultural Use	<input type="text"/>	Reappraisal Notice	<input type="text"/>	MCIP	<input type="text"/>	Industrial Park ID	<input type="text"/>
Rollback	<input type="text"/>			Exempt	<input type="text"/>		

Scroll by: MAP#

Chester County Planning Commission
May 16th, 2023

CCMA23-08 Chiffon Crawley request Tax Map #069-05-25-002-000 at 527 West White Street, Chester, SC 29706 to be rezoned from Multi-family Residential District (RG-1) to General Residential District (RG-2).

Chiffon Crawley stated she lives at 3100 Swanquarter Drive, Charlotte, NC 28262. The property which I'm speaking of is 527 West White Street, Chester, South Carolina.

Chairman Raines stated it's a vacant property and the house that was there was torn down I'm assuming.

Ms. Crawley stated I'm assuming so when I purchased it, it was just the land.

Chairman Raines said it was just an empty lot and you are wanting to put a mobile home or not a mobile home.

Ms. Crawley stated either a double wide or single wide.

Chairman Raines stated manufacturing housing I will refer to it. And as you pointed out, I think in your application, there are several other properties around that have mobile homes that are manufactured housing in the neighborhood.

Ms. Crawley stated that is correct, on the same street.

Chairman Raines stated as I said you know I think that number one it's a vacant lot now. A newer home would be an upgrade and there's several other properties in the community already in the neighborhood match that type of housing. I don't think it'd be a problem overall.

Commissioner Walley motioned to approve, second by Chairman Raines. Vote 6-0 to approve.



Chester County, South Carolina
 Department of Planning, Building & Zoning
 1476 J.A. Cochran Bypass
 Chester, SC 29706

Zoning Map Amendment (Rezoning) Application

Fee: Residential \$150.00, Non-Residential \$300.00, Planned Development \$1000.00

Meeting Date: 5-16-23 Case # CCMA 23-08 Invoice # 6486

The applicant hereby requests that the property described to be rezoned from RG1 to RG2

Please give your reason for this rezoning request:

There are 5 or more mobile homes on the same street and I would like to put mine on my property 597 W white street Chester, SC

Copy of plat must be presented with the application request

Designation of Agent (complete only if owner is not applicant): I (we) hereby appoint the person named as applicant as my (our) agent to represent me (us) in this request for rezoning. A Corporate Resolution letter or a permission letter must be presented at the time of application request. NAICS CODE: _____

Property Address Information

Property address: 527 W. White Street Chester, SC 29706
 Tax Map Number: 06A-05-25-002-000 Acres: _____

Any structures on the property: yes _____ no . If you checked yes, draw locations of structures on plat or blank paper.

PLEASE PRINT:

Applicant (s): Chiffon Crawley
 Address: 3100 Swanquarter Drive Charlotte, NC 28262
 Telephone: N/A cell 704-804-9562 work N/A
 E-Mail Address: creativekids2018@yahoo.com

Owner(s) if other than applicant(s): Same as above
 Address: _____
 Telephone: _____ cell _____ work _____
 E-Mail Address: _____

I (we) hereby agree that this information I (we) have presented is correct. Insufficient information may result in a denial of your request.

Owner's signature: Chiffon Crawley Date: 4/12/2023
 Applicant signature: _____ Date: _____

CANCELLATION MAY RESULT IN AN ADDITIONAL FEE OF \$150.00. SOMEONE MAY REPRESENT YOU AT THE MEETING.



Overview



Parcel ID	069-05-25-002-000	Alternate ID	n/a	Owner Address	CRAWLEY CHIFFON
Sec/Twp/Rng	n/a	Class	RN		3100 SWANQUARTER DR
Property Address	527 WEST WHITE STREET	Acreage	0.188		CHARLOTTE NC 28262
District	02				
Brief Tax Description	n/a				
	(Note: Not to be used on legal documents)				

Date created: 4/20/2023
 Last Data Uploaded: 4/20/2023 3:10:55 AM

Developed by  **Schneider**
 GEOSPATIAL

Next Year (2024) Changes



Search Options

Map Number History Year

Name 1



Alerts

Has Additional Comments

Owner Information

Post Initials Reason for Change

Name 2

Address 1

Address 2

Zip Code

Activity Date

Land Value

Building Value

Total Market Value

Total Tax Value

Codes

District

Town

Subdivision

Description

Legal

Fire Code CITY

Neighborhood MULTI FAMILY RES

Use Class

Location

Street Number Street Name Suffix Direction

Additional Information

Appraisal Appeal

Agricultural Use

Rollback

Owner Occupied

Reappraisal Notice

TIF

MICIP

Exempt

Base

Industrial Park ID

Scroll by: MAP#

138

138

GAYLE PLANT

- WATER LINED: ————
- SEWER LINED: ————
- BLOCK & LOT NO: ————
- HOUSES & NO OF ROOMS: ————

Notes: Lot Nos. 1-17, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

SUBDIVISION MAP
OF
GAYLE VILLAGE
NORTH-WEST
CHEROKEE COUNTY, S.C.
PROPERTY OF
THE SPRINGS COTTON MILLS
LANCASTER S.C.
D. C. 3-10-1927 2211-P. 50.

Quarter No. 1, 33

Plot # 138-20

ESTER CO. 11/27/23

ESTER CO. 11/27/23

Instrument Book Volume Page
2021 - 116088 DB 1357 79
DEED

2021 - 116088
Filed for Record in
CHESTER COUNTY, SC
Sue K. Carpenter, CLERK OF COURT
09/30/2021 02:09:07 PM
DEED \$15.00
Bk DB Vol 1357 Page 79 - 80

Drawn By and Return To:
Steltzner Law, PC
454 South Anderson Road, Suite 302, BTC Box 519
Rock Hill, SC 29730

CHESTER COUNTY ASSESSOR
Date 09/30/2021
Tax Map Number 069-05-25-002-0

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTER)

GENERAL WARRANTY DEED
(Title to Real Estate)

KNOW ALL MEN BY THESE PRESENTS, that SANDRA VARNADORE (hereinafter "Grantor"), for and in consideration of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), the receipt and sufficiency of which is here acknowledged, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said CHIFFON CRAWLEY (hereinafter "Grantee"), her heirs and/or assigns, all Grantor's remaining right, title, and equitable or legal interest in and to, the following-described real property, to-wit:

ALL that certain piece, parcel or lot of land, with any and all improvements thereon, fronting 78 feet on the southerly line of white Street, just east of its junction with Beachem Street, in northwesterly Gayle Village, Chester County, SC, and containing .19 acres, more or less, and being shown and designated as Lot Number 2, Block S on map of said area prepared January, 1957, and recorded in the office of the Clerk of Court for Chester County, SC, in Plat Book B at Page 138 and has such courses and distances, metes and bounds as shown on said plat which said plat is incorporated herein by reference.

DERIVATION: This being the same property conveyed to Sandra Varnadore by Warranty Deed of Nathalie S. Hammonds dated June 2, 2011 and recorded in Book 1036, Page 13, Chester County Records.

Chester County Tax Map No.: 069-05-25-002-000
Grantee Address: 527 W White Street, Chester, SC 29706

2021 - 116088
Electronic Filing
From: Simplifile
Thru: ERX

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee, and Grantee's heirs and assigns forever.

AND GRANTOR DOES hereby promise, for themselves and Grantor's heirs, successors, assigns, and representatives, to warrant and forever defend the above premises unto the Grantee, Grantee's heirs and assigns, against the Grantor and Grantor's heirs, successors, assigns, and representatives and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Consideration Amt: \$5000.00 STATE TAX: \$13.00 LOCAL TAX: \$5.50

WITNESS the Hand and Seal of the Grantor this the 30th day of September, 2021.

Signed, Sealed and Delivered
in the presence of:

Triscilla S. Dover

Witness No. 1 signs here (may NOT be the Notary)

Sandra Varnadore, by James Eric Dover, as her attorney-in-fact

Sandra Varnadore, by James Eric Dover, as her attorney-in-fact

Witness No. 2 signs here (MAY be the Notary)

STATE OF SOUTH CAROLINA

COUNTY OF YORK

I, Donovan M Steltzner, a Notary Public for the State and County aforesaid, do hereby certify that Sandra Varnadore, by James Eric Dover, as her attorney-in-fact personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 30 day of Sept, 2021

Notary Public, State of

My Commission Expires:

(SEAL)

Donovan M Steltzner
Notary Public, State of South Carolina
My Commission Expires Oct-11, 2023

I hereby certify that the within Deed
Has been recorded this date 09/30/2021
AUDITOR, CHESTER COUNTY

Donald A. Wade



Chester County, South Carolina

Office of Purchasing
1476 J.A. Cochran Bypass
Chester, SC 29706

Date: July 3, 2023

To: County Council

From: Susan M. Cok

Subject: Approval of Bid – David Lex Minors Field Lighting

Chester County Council Members,

On May 19, 2023, the Purchasing Office and Gateway Conference Center issued RFP 2223-14. The bids were opened on June 20, 2023. We would like to award the bid to the lowest bidder West Electrical Contractors out of Newberry, SC in the amount of \$279,520.00.

Respectfully,

Susan M. Cok

Susan M. Cok,
Director of Contracts and Procurement



Bid Tabulation

RFP 2223-14 David Lex Minors Field Lighting

June 20, 2023 @ 2:00 pm

Bidder	Agreement Form	Non-Collusion Affidavit	Certificate of Familiarity	Bid Form	Base Bid Total – Large Field	Alt. #1 – Small Field	Alt. #2 – Monitoring System
AOS Specialty Contractors, Inc., Lexington, SC	√	√	√	√	\$295,635.40	\$158,291.26	\$12,000.00
West Electrical Contractors, Newberry, SC	√	√	√	√	\$175,920.00	\$96,100.00	\$7,500.00
Camp Electric Co. Rutherfordton, NC	√	√	√	√	\$218,000.00	\$113,750.00	\$0.00
The Lighting Co. & Electric Construction, Chesnee, SC	√	√	√	√	\$219,976.00	\$126,165.00	\$7,350.00
Ridgeway Electric Sumter, SC	√	√	√	Wrong Bid Form			

I certify that the above bid tabulation is an accurate representation of the information set forth on the bid proposals received.

Susan M. Coak 6/20/2023
Purchasing Official **Date**

Joe Roberts 6/20/2023
Witness **Date**



Pricing Proposal
 Quotation #: 23644872
 Created On: 6/28/2023
 Valid Until: 7/30/2023

SC-County of Chester

Katherine Swancy

SC
 United States
 Phone: 803-581-5131
 Fax:
 Email: kswancy@chesterso.com

Zach Martin

Phone:
 Fax:
 Email: zach_martin@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 Prepared Enhanced Telecommunicators QTY 30, Prepared OnScene Responders QTY 40 Invictus Apps, Inc. - Part#: NPN-INVIC-PREPA-A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Software, ESD, Term Length 24 Months	1	\$0.00	\$30,400.00	\$30,400.00
			Total	\$30,400.00

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Prepared911 Terms and Conditions:

The following terms and conditions are incorporated by reference herein: (1) the Standard Terms and Conditions for the Prepared™ Emergency Communications Service (the “Standard Terms”), attached hereto.

This document constitutes the “Order” for purposes of the Standard Terms and any Special Terms. Client wishes to subscribe to and use the Prepared™ Emergency Communications Service as set forth on this Order below and subject to the terms and conditions provided in the Standard Terms. This Order is subject to Invictus’ approval.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Standard Terms and Conditions for the Prepared™ Emergency Communications Service

These standard terms and conditions as set forth in this document (the “**Standard Terms**”) shall apply to and govern any Order placed by a Client (as identified in such Order) for a subscription to the Prepared™ Emergency Communications Service from Invictus Apps, Inc., a Delaware corporation, (“**Invictus**”), to which these Standard Terms are attached or in which they are specifically referenced and which is signed by both Invictus and the Client. Placing the Order with Invictus constitutes Client’s agreement to the Standard Terms set forth herein, as such Standard Terms may have been updated through the date of such Order.

Any different or additional terms in any purchase order (that is not an Order), proposal, offer, or other writing from Client to Invictus shall be deemed a material alteration of these Standard Terms and are hereby expressly objected to and rejected and shall be of no force or effect. Invictus’ failure to object to any such terms and conditions from Client will neither be construed as Invictus’ acceptance of such terms and conditions nor a waiver of these Standard Terms or the terms and conditions set forth in the Order. Commencement of performance shall not be construed as acceptance of any of Client’s terms and conditions which are different from or in addition to those contained in these Standard Terms or the terms and conditions set forth in the Order. Course of performance or usage of trade shall not be applied to modify these Standard Terms or the terms and conditions of any Order. Invictus’ offer to provide the Service is expressly conditioned upon Client’s acceptance of these Standard Terms.

In consideration of the mutual promises and covenants contained in the Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Certain Definitions.** In addition to the capitalized terms defined above and elsewhere in this Agreement, the following capitalized terms as used in this Agreement shall have the meaning set forth below:

“**Access Credentials**” shall mean any username, identification number, password, license or security key, token, PIN or other code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access the Prepared Platform.

“**Agreement**” shall mean the written agreement entered into by Client and Invictus and comprised of (i) the Order issued by Client and accepted by Invictus in writing and (ii) these Standard Terms and (iii) the Exhibits and other Appendices to the Order, each as attached to and/or specifically referenced in the Order, and (iv) all other documents incorporated in the Order or in these Standard Terms by reference.

“**API**” shall mean a software or application programming interface made available by Invictus or a Third Party Application authorized by Invictus in connection with the Service, including the associated technical and administrative specifications, standards, requirements, procedures and communication protocols provided by Invictus, to allow a computer server to interface with another computer or server or to process a data file in an automated fashion. All APIs provided or made available by Invictus are part of the Prepared Platform.

“**Business Day**” shall mean any day that is not a Saturday or Sunday or a Federal holiday in the United States of America.

“**Caller**” shall mean a citizen caller who reports an emergency or threat to a Telecommunicator of Client by calling 911.

“**Caller Data**” shall mean the data, including text, video, audio, image, and location data, regardless of form or media, that are submitted or transmitted by a Caller or Caller’s Mobile Device to Invictus from such Caller’s Mobile Device during the Term of this Agreement.

“**Caller Platform Extension**” shall mean the proprietary web-based software application of Invictus, including its functionalities, features, services, data, design, graphics, images,

text, graphical user interfaces, and all other content, which Invictus makes available to Callers for use in connection with the Service.

“**Client Data**” shall mean (1) the data and related information that are submitted by Client to Invictus or the Prepared Platform, for creating and managing User accounts and providing access to Authorized Users and other Users of the Service, including to authorize or validate access to or use of the Prepared Platform and to establish the level of privileges and use rights associated with the Prepared Platform or the Service, (2) the information and data about a Caller submitted by an Authorized User of Client to Invictus or the Prepared Platform, including without limitation any mobile phone number and other contact information of a Caller, and (3) any communications sent by Client’s Authorized Users to a Caller via the Prepared Platform, including the Call-Taker Console, and/or the Caller Platform Extension. “**Client Systems**” shall mean the information technology infrastructure and networks of Client, whether operated directly by Client or through the use of Third Party services or resources. “**Cloud Server**” shall mean a server or multiple connected servers, owned, controlled, operated or maintained by a Third Party, such as Amazon Web Services, Microsoft Azure or Google Cloud Platform, which is part of the Prepared Platform, and which host software, data or technology proprietary to Invictus or licensed by Invictus or any Client Data.

“**Defective Client Data**” shall mean any file submitted by Client that is defective, corrupt, unreadable or incomplete or any data or file(s) or that do(es) not comply with the specifications or requirements provided by Invictus for Client Data or that contains incorrect data or information with respect to any User, including information regarding a User’s level of privileges or use rights that is inconsistent with the Subscription Tier ordered by Client.

“**Emergency Responder**” shall mean a licensed medical services provider, law enforcement officer, firefighter, volunteer firefighter or officer of a fire company, emergency medical technician, emergency nurse, ambulance operator, or provider of civil defense services.

“**End User License**” shall mean the terms and conditions of the end user license agreement that each User of the Service enters into with Invictus and which, together with this Agreement,



shall govern the use by such User of the Service and the Prepared Platform.

"Force Majeure Event" shall mean any act of God, fire, flood, explosion, war, strikes, or other concerted work stoppages of labor, inability to obtain raw material, equipment or transportation breakage or failure of equipment or apparatus, or loss of any necessary utility or interruption of power or communications sources or connections, failures in or affecting the performance, use, or availability of the Internet or associated intranets, any failure affecting the performance, use or availability or data transmission via cellular or wireless means, any Harmful Code released by a Third Party, any denial of service attacks, the terrorist, illegal, malicious, wanton, or capricious acts of a Third Party, changes or modifications in international, national, or industry standards or protocols, or the existence of or governmental action or court order or changes in laws prohibiting or imposing criminal penalties or civil liability for performance hereunder.

"Harmful Code" shall mean software or other technology, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede, any computer, software, database, system or network.

"Hours of Coverage" shall mean the period of time between 8:00 a.m. and 6:00 p.m. (East Coast Time) Monday – Friday, except for any Federal holiday.

"Intellectual Property Rights" shall mean any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any utility and design patent, copyright, trademark, trade secret, database right, database protection or other intellectual property rights, and all similar or equivalent rights or forms of protection, including without limitation under any license, and all associated rights of priority in any part of the world.

"Launch Date" shall mean the first Business Day following the end of the period of implementation of the Service pursuant to **Section 2.1** hereof.

"Initial Subscription Period" shall mean (i) a period of twelve (12) consecutive months from the Launch Date or (ii) such longer period set forth in the Order.

"Invictus Marks" shall mean the trademarks and trade names and logos of Invictus, including the Prepared word mark and the Prepared logo as set forth on the top of this Agreement. **"Mobile Device"** shall mean (i) a smartphone made by Apple, Inc. and running the iOS operating system made available by Apple Inc. or (ii) a smartphone made available by another hardware manufacturer that runs the Android operating system made available by Google Inc.

"Order" shall mean (i) such written order issued and delivered by Client to Invictus for the Prepared™ Emergency Communications Service as specified in such order, which order has been executed by Client and accepted and approved by Invictus in writing, or (ii) such other written agreement entered into between Client and Invictus relating to the Prepared™ Emergency Communications Service and executed by Client and Invictus, provided that such agreement expressly states that it serves as or includes such Order for purposes of these Standard

Terms and that these Standard Terms shall be incorporated into such agreement by reference.

"Person" shall mean an individual, sole proprietorship, partnership, limited partnership, corporation, limited liability company, stock company, trust, unincorporated association, government agency, or other similar entity or organization.

"Prepared Platform" shall mean the software, cloud-based information technology platform, including the Call-Taker Console, servers operated by Invictus and Cloud Servers, and computer code, software, technologies, processes, methods, algorithms, and data and content, including protocols, processes, workflows, and workflow engines (e.g., steps, logic, and functionality for implementation of out-of-the-box and custom business processes), rules engines and integration code, proprietary to Invictus or Third Party Applications licensed from Third Parties, that are used by Invictus in performing the Service. **"Prepared Platform"** shall also include any Prepared Platform Extensions.

"Prepared Platform Extension" shall mean a web-based or Mobile Device-installed software application of Invictus, including its functionalities, features, services, data, design, graphics, images, text, graphical user interfaces, and all other content, that Invictus makes available to Users of Client that are Emergency Responders of Client for use with the Service if the Client has subscribed to the applicable Paid Subscription Tier.

"Permitted Uses" shall be limited to the following uses of the Service: requesting, initiating, and managing the transmission of Caller Data from a Caller to the Prepared Platform regarding a pending emergency or emergency in progress that are transmitted by such Caller via a Caller Platform Extension and stored on the Prepared Platform for viewing of such Caller Data by Client's Authorized Users on a web-based or computer-installed graphical user interface and software dashboard made available to Telecommunicators and, if Client has subscribed to the applicable Paid Subscription Tier, to Authorized Users that are Emergency Responders, as part of the Prepared Platform (**"Call-Taker Console"**), and transmitting and managing communications with a Caller from and to such CallTaker Console, and, if applicable, from and to Prepared Platform Extensions that Invictus makes available to Authorized Users of Client that are Emergency Responders of Client if the Client has subscribed to the applicable Paid Subscription Tier, as part of the Prepared Platform.

"Telecommunicator" shall mean a call taker or dispatcher in an emergency dispatch office, such as a public-safety answering point (PSAP), operated by or on behalf of Client which may communicate with a citizen caller or may send Emergency Responders to respond to an impending threat to public safety, provided that the term "Telecommunicator" shall not include any Emergency Responder.

"Service" shall mean Invictus' proprietary Prepared™ Emergency Communications Service that Invictus generally makes available to Client which allows Authorized Users of Client to initiate a request to a Caller, delivered to the Caller's Mobile Device, for the transmission of Caller Data from such Caller via such Caller's Mobile Device to the Prepared Platform for viewing on the Call-Taker Console by Client's Authorized Users of such Caller Data received from such Caller, and, if the Client has



subscribed to the applicable Paid Subscription Tier, on a Prepared Platform Extension that Invictus makes available as part of the Prepared Platform to Authorized Users of Client that are Emergency Responders of Client, and stored on the Prepared Platform regarding a pending emergency or emergency in progress that are transmitted by such Caller via a Caller Platform Extension, including to view a live stream of such threat or emergency from a Caller, in each case through use of a Caller Platform Extension via the Mobile Device of such Caller, on the Call-Taker Console, and, if the Client has subscribed to the applicable Paid Subscription Tier, on such Prepared Platform Extension, as part of the Prepared Platform.

“**Subscription Tier**” shall mean the applicable subscription plan to which Client has subscribed as set forth in the Order, and which limits the categories of Users that may access and use the Service and the Prepared Platform. The applicable subscription plans available from Invictus are a “Base Subscription Tier” and “Paid Subscription Tiers.”

“**Third Party**” shall mean a Person not a party to this Agreement.

“**Third Party Application**” shall mean any third-party software product, including any online application and offline software product, that is used by or as part of the Prepared Platform or any Caller Platform Extension.

“**Upgrade**” shall mean one or more materially new or different features or functionalities of the Service compared to a prior version of the Service in effect as of the Effective Date (as specified in the Order), including any new or additional content or software as part of any Caller Platform Extension.

2. Scope.

2.1. Implementation. Promptly following the Effective Date, Invictus shall use commercially reasonable efforts to implement the Service for use by Client’s Authorized Users. Client shall provide reasonable cooperation and assistance in connection with such implementation. During this implementation period, Client shall make the Client Data available to Invictus, including by using the API provided by Invictus. Any delay by Client in providing data, documentation, information, access or resources as reasonably required by Invictus to implement the Service will give Invictus the right to extend such implementation period up to a period that is equivalent to the period of delay caused by Client.

2.2. Service. Subject to and conditioned on Client’s and its Authorized Users’ compliance with the terms and conditions of this Agreement and the End User License, commencing on the Launch Date, Invictus will use commercially reasonable efforts to make available to Client’s Authorized Users the Service solely for the Permitted Uses during the Initial Subscription Period (as that period is set forth in the Order) and any Renewal Term.

2.3. Certain Limitations.

(a) Invictus shall have no obligation to provide the Service with respect to any Defective Client Data.

(b) Invictus shall have no obligation to provide the Service if (i) a User no longer qualifies as an Authorized User pursuant to **Section 3** hereof or has not accepted the applicable End User License; (ii) an Authorized User fails to initiate a request to a Caller for the transmission of Caller Data from such Caller to the

Prepared Platform for viewing of such Caller Data by Client’s Authorized Users received from such Caller; (iii) a Caller fails to respond to, or fails to take action in response to, a request from an Authorized User to transmit Caller Data or fails to use the Caller Platform Extension or fails to transmit Caller Data from such Caller’s Mobile Device using the Caller Platform Extension; (iv) a Caller fails to operate the Caller Platform Extension in accordance with instructions provided by Invictus or displayed by the Caller Platform Extension or fails to accept the terms, conditions, or policies of Invictus with respect to the use of Caller Platform Extension and the transmission of Caller Data; (v) an Authorized User fails to operate the Call-Taker Console or, if applicable, a Prepared Platform Extension as part of the Prepared Platform in accordance with instructions provided by Invictus or displayed by the Call-Taker Console or, if applicable, the Prepared Platform Extension, or in accordance with the training provided by Invictus to such Authorized User; (vi) an Authorized User has not been trained in the use of the Service or the use of the Call-Taker Console or the Prepared Platform; (vii) an Authorized User has not installed the applicable Prepared Platform Extension if the Client has subscribed to the applicable Paid Subscription Tier; or (viii) Client has not complied with the Technical Requirements or has failed to update the Client Systems with any critical software updates as required under the Technical Requirements.

2.4. Access; Upgrades.

(a) Client’s Authorized Users may only access the Service through the Call-Taker Console, or the applicable Prepared Platform Extension if the Client has subscribed to the applicable Paid Subscription Tier, as part of the Prepared Platform made available by Invictus from Client Systems through the Internet. Client shall ensure that all such access to and use is limited to Client’s Authorized Users. Client shall have responsibility for all such access and use by any Person. Client is responsible for the proper use of all Access Credentials, including verifying its Authorized Users and their access to and use of the use of the Prepared Platform via the Call-Taker Console and the applicable Prepared Platform Extension if the Client has subscribed to the applicable Paid Subscription Tier.

(b) Client’s Authorized Users may only access the Prepared Platform remotely through the Internet, either through the Call-Taker Console made available by Invictus as part of the Prepared Platform or, with Invictus’ prior written consent, by connecting the Prepared Platform to Client Systems using an API made available by Invictus, or through the applicable Prepared Platform Extension if the Client has subscribed to the applicable Paid Subscription Tier, and only for the Permitted Uses. Client shall ensure that all such access to and use is limited to Client’s Authorized Users and through use of Client Systems. Client shall have responsibility for all such access and use by any Person, including by or through the Client Systems.

(c) Client’s Authorized Users may only access the applicable Prepared Platform Extension as made available by Invictus as part of the Prepared Platform if the Client has subscribed to the applicable Paid Subscription Tier.

(d) Client is responsible for the proper use of all Access Credentials, including verifying its Authorized Users and their access to and use of the Prepared Platform as provided in **Section 2.4(b)** above.



(e) Client and its Authorized Users shall have no right to any Upgrades to the Service.

2.5. Service Initiation. Client acknowledges and agrees that Client's Authorized Users will need to input a Caller's mobile phone number to initiate a request to a Caller for the transmission of Caller Data from such Caller to the Prepared Platform for viewing of such Caller Data by Client's Authorized Users on the Call-Taker Console (and the applicable Prepared Platform Extension if the Client has subscribed to the applicable Paid Subscription Tier) as part of the Service. Client acknowledges and agrees that a Caller may not, at all or in a timely manner, transmit Caller Data to the Prepared Platform despite having received notification on their Mobile Device from the Prepared Platform of a request initiated by an Authorized User of Client to transmit Caller Data.

2.6. Service Availability.

(a) Subject to the terms and conditions of this Agreement, Invictus will use commercially reasonable efforts to make and keep the Service available to Client on a twenty-four (24) hour per day basis during the Initial Subscription Period and any Renewal Term, provided that Client acknowledges and agrees that the Service may become unavailable as a result of any of the following exceptions (each, an "**Exception**"): (i) access to or use of the Service, or any use of Access Credentials, that does not strictly comply with this Agreement; (ii) any failure or unavailability of its Authorized User's Internet connectivity; (iii) a Force Majeure Event; (iv) any failure, interruption, outage or other problem with any Caller Platform Extension, the Prepared Platform or any component of any of the foregoing that was not developed by Invictus but that is used, directly or indirectly, by Invictus in performing the Service, including any Cloud Server, and any unscheduled maintenance of any of the foregoing as a result of such failure, interruption, outage or other problem; (v) any Scheduled Downtime (as defined below); or (vi) any disabling, suspension or termination of the Service pursuant to **Section 2.11** below.

(b) To the extent practicable, all planned unavailability of the Service, such as for maintenance or repair or updates of the Service or any part or component of any Invictus technology will be scheduled outside of regular hours of operations of Client, such as, e.g., in the late evening or during the night or on days that are not Business Days, ("**Scheduled Downtime**").

(c) Invictus shall not be liable to Client for any unavailability of the Service resulting from any of the Exceptions described in this **Section 2.6**.

(d) In the event the Service is not available to Client and such unavailability is not due to any of the Exceptions, Client's sole remedy for such unavailability shall be for Invictus to use commercially reasonable efforts to correct such unavailability of the Service.

2.7. Technical Support.

(a) Invictus will, as part of the Service and at no additional charge to Client, provide Client with the following technical support services to Client and its Authorized Users in connection with the Service: Invictus will respond to Client's and its Authorized Users' technical support questions about the Service and the Prepared Platform and its operation via email and via telephone, provided that email shall be the preferred means of

providing technical support, within the scope of its standard technical support services during the Hours of Coverage. Invictus shall have no obligation to provide any other technical support services to Client.

(b) Client will provide, and will ensure that its Authorized Users' provide Invictus with, the relevant information and documentation in its or their respective possession or under its or their respective control requested by Invictus to which Client's or its Authorized Users' technical support questions pertain.

(c) Invictus' sole liability and Client's sole remedy for any failure to provide technical support services shall be for Invictus to use the commercially reasonable efforts to correct such failure through further technical support services.

2.8. Training. Invictus will, at its election and as requested by Client, provide such training on site or remotely via video conference or via recorded instructions. Client shall ensure that all such Authorized Users will have participated in such training. Invictus will, at its election and as requested by Client, provide such training from time-to-time for new Authorized Users. Invictus shall have the right to require Client to pay Invictus' standard fees and reimburse its travel expenses for all training that Client may request, including during any Renewal Term.

Client will make available, at no charge to Invictus, facilities for any on-site training sessions or provide its Authorized Users access to computer and camera equipment and Internet connections and remote conferencing software to ensure that its Authorized Users can participate in such training by Invictus.

2.9. Changes. Invictus reserves the right, in its sole discretion, to make any changes or alterations to the Service, the Caller Platform Extensions and the Prepared Platform, that it deems necessary or useful to (i) maintain or enhance the quality or delivery of the Service to Client; (ii) comply with applicable law; or (iii) avoid or preempt any claims of infringement of a Third Party's Intellectual Property Rights.

2.10. Monitoring. Invictus may internally monitor and track Client's, each Authorized User's and any other User's access to and use of the Service and the Prepared Platform, including through the collection and analysis of usage data, such as the IP addresses of Users and through electronic tracking technology and all other lawful means. Invictus may also internally monitor and track each Caller's and any other user's access to and use of the Caller Platform Extension, including through the collection and analysis of usage data, such as the IP addresses of Callers and other users and through electronic tracking technology and all other lawful means

2.11. Suspension of the Service.

(a) Invictus may at any time suspend or block or otherwise deny Client's or any Authorized User's or any other User's or Person's access to or use of the Service, any Prepared Platform Extensions, or the Caller Platform Extensions, or Caller Data, without incurring any resulting liability, if: (i) Invictus believes in good faith that such a suspension is necessary to maintain the security or integrity of any Caller Platform Extension, Mobile Device of a Caller, or the Prepared Platform, including any applicable Prepared Platform Extension, or to prevent misuse of any of the foregoing by any Person, including Client or any Authorized User or other User; (ii) Client or Authorized User has failed to comply with any material term of this Agreement, or



accessed or used the Service or the Prepared Platform beyond the scope of the rights granted under this Agreement or the applicable End User License; (iii) Client or any Authorized User is, has been or is likely to be involved in any fraudulent or unlawful activities relating to the Service, the Caller Platform Extensions or the Prepared Platform; (iv) Invictus receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Invictus to do so; (v) Client has failed to pay any fee(s) to Invictus when due hereunder; (vi) Invictus reasonable believes that its continued performance of its obligations under this Agreement, including the performance by Invictus of the Service, becomes substantially more difficult or expensive, or impossible (without violating, or without incurring criminal penalties or civil liability under, the laws or regulations) under applicable laws or regulations or due to a substantive change in applicable laws or regulations after the Effective Date or infringes another Person's Intellectual Property Rights; or (vii) this Agreement expires or is terminated. This **Section 2.11** does not limit any of Invictus' other rights or remedies, whether at law, in equity or under this Agreement.

(b) Invictus shall not be liable for any failure to provide access to or use of the Service or any Prepared Platform Extension or any Caller Platform Extension or Caller Data during such suspension. Invictus will reinstate access to or operation of the Service once the basis for such suspension has dissipated in Invictus' judgment, provided this Agreement has not already been terminated or expired.

2.12. Notice of Unauthorized Access. Client shall notify Invictus promptly if Client becomes aware of any unauthorized access to or use of any Caller Data, any Mobile Device of a Caller, or Caller Platform Extensions or the Prepared Platform, including any Prepared Platform Extension, by any Person.

2.13. Use of Subcontractors. Invictus may subcontract with any subcontractor for performance of the Service or any component or task thereof, provided that Invictus shall remain responsible for the performance of its obligations under this Agreement.

3. Users.

3.1. Authorized Users.

(a) Access to and use of the Service and the Prepared Platform and Caller Data shall be limited to the following adult employees of Client while they are in the employment of Client and not on administrative leave or suspension (each such individual, an "User"). If Client has subscribed to the Base Subscription Tier, Users shall be limited to (i) Users who are employed by Client only as Telecommunicators and (ii) Users who are employed as Emergency Responders by Client but only while they act as and perform only the services of a Telecommunicator from and in an emergency dispatch office, such as a public-safety answering point (PSAP), operated by or on behalf of Client which may communicate with a citizen caller or may send other Emergency Responders to respond to an impending threat to public safety, provided that Client shall ensure that the number of its Users employed as Telecommunicators (and Users who are employed as Emergency Responders by Client but only while they act as and perform only the services of a Telecommunicator from and in an

emergency dispatch office) does not, at any time, exceed such maximum number of Telecommunicators as set forth in such Order.

(b) If Client has subscribed to a Paid Subscription Tier, access to and use of the Service and the Prepared Platform and Caller Data shall be limited to the following Users, all of whom who shall be employed by Client: The maximum number of Users employed by Client as Telecommunicators as set forth in the Order and the maximum number of Users employed by Client as Emergency Responders as set forth in the Order, and Client shall ensure that the number of its Users shall not, at any time, exceed such maximum number of Telecommunicators and Emergency Responders as set forth in such Order. If Client has subscribed to the applicable Paid Subscription Tier, Client's Authorized Users that are Emergency Responders may also access the Caller Data remotely through Prepared Platform Extensions, provided that Client shall ensure that the number of such Users that are Emergency Responders shall not, at any time, exceed such maximum number of Emergency Responders as set forth in such Order.

(c) Client shall elect to authorize which such Users under clause (a) or (b) above shall have access to and use of the Service and the Prepared Platform, including if applicable any Prepared Platform Extensions, (each User so authorized, an "Authorized User"), provided that Client shall ensure that such Authorized Users shall not exceed the applicable maximum number of such Users as set forth in such Order.

3.2. Emergency Responders. Client acknowledges and agrees that pursuant to **Section 3.1(a)**, if Client has subscribed to the Base Subscription Tier, Users shall not include Emergency Responders (except to the extent they perform services as Telecommunicators as further provided in **Section 3.1(a)**).

3.3. Termination of Authorized User Status. All access to and use of the Service and the Prepared Platform and Caller Data by an Authorized User shall automatically cease, and any such individual shall no longer be deemed an Authorized User, if such individual is no longer a User or Client has notified Invictus that such individual is no longer an Authorized User, including by delivering updated Client Data to Invictus. Invictus will make the Service available only for use by the maximum number of Authorized Users as set forth in the Order. Client may reduce the number of such Authorized Users by giving written notice to Client. Any such reduction shall not entitle Client to any refund or recovery of any subscription fees or other fees paid by Client.

4. Feedback. Invictus may request Feedback from Client or Authorized Users regarding the Service during the Term. Upon such reasonable request by Invictus, Client will, and will cause its Authorized Users to, use good faith efforts to provide Feedback regarding the Service or the Caller Platform Extensions, based upon the uses and user experience of Client and such Authorized Users.

5. Fees and Charges.

5.1. Implementation Fee. Client shall pay to Invictus the Implementation Fee, if any, in the amount set forth in the Order (the "Implementation Fee"). For clarity, if Client has subscribed to the Base Subscription Tier, no Implementation Fee shall be due and payable by Client.



5.2. **Subscription Fees.** Client shall pay to Invictus (i) the subscription fee, if any, in the amount as set forth in the Order for each consecutive twelve-month period during the Initial Subscription Period and (ii) the subscription fee as set forth in the Order for each Renewal Term thereafter which may be increased as provided in **Section 5.5** below. For clarity, if Client has subscribed to the Base Subscription Tier, no subscription fee shall be due and payable by Client.

5.3. **Paid Subscription Tier.** If Client elects to subscribe to a Paid Subscription Tier, including by executing a new Order for such Paid Subscription Tier, Client shall pay (i) the subscription fee, if any, in the amount as set forth in the Order for such Paid Subscription Tier for each consecutive twelve month period during the Initial Subscription Period and the subscription fee as set forth on such Order for each Renewal Term thereafter which may be increased as provided in **Section 5.5** below or (ii) the subscription fee at the then applicable list prices of Invictus for such Paid Subscription Tier under Invictus' then applicable pricing policy for each consecutive twelve month period during the Initial Subscription Period and for each Renewal Term thereafter which may be increased as provided in **Section 5.5** below.

5.4. **Additional Fees and Services.** Any other services, other than the Service, to be performed or provided by Invictus shall require payment by Client to Invictus of the service, subscription and other fees at Invictus' then applicable list prices and subject to Invictus' then applicable pricing policy except as otherwise expressly agreed to by both Invictus and Client. Without limiting the generality of the foregoing, Client shall pay the additional fees, if any, set forth in the Order for the services to be provided by Invictus as specified in the Order and any applicable Appendix.

5.5. **Increases.** Invictus may, in its discretion, increase the subscription fee for any Renewal Term by giving notice of such increase to Client no less than ninety (90) days prior to the start of such Renewal Term. If Invictus does not give timely notice of such increase, the subscription fee shall not be increased for such Renewal Term, and Client shall, subject to the provisions of **Section 5.3** above, continue to pay the applicable subscription fee, if any, for such Renewal Term, in the same amounts that Client paid during the immediately preceding term.

5.6. **Due Dates.** Client shall pay all fees, amounts and taxes or assessments due hereunder to Invictus within twenty (20) calendar days after the date of the corresponding invoice from Invictus delivered to Client. Delivery of any such invoice may be made to Client by mail, courier, delivery service (such as FedEx), e-mail or electronic delivery. Payment by Client shall be made by check made payable to the order of Invictus and sent to Invictus or by bank wire transfer into a bank account specified by Invictus in writing. Invictus may issue an invoice to Client for the Implementation Fee on or after the Effective Date. Invictus may issue an invoice to Client for the subscription fee for the entire Initial Subscription Period on or after the Effective Date. Invictus may issue an invoice to Client for the subscription fee for any Renewal Term on or after the start of such Renewal Term. Invictus may issue an invoice to Client for any additional services on or after the date specified in the Order and any applicable Appendix with respect to such addition services.

5.7. **Late Payment.** If Client fails to make any payment when due then, in addition to all other remedies that may be available to Invictus:

(i) Invictus may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law;

(ii) Client shall reimburse Invictus for all reasonable costs incurred by Invictus in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and

(iii) if such failure continues for twenty (20) days, Invictus may suspend performance of the Service until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Client or any other Person by reason of such suspension.

5.8. **Taxes.** All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use, valueadded, privilege and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority, now in force or enacted in the future, on any amounts payable by Client hereunder, other than any taxes imposed on Invictus' income. Invictus may invoice Client for any such taxes and assessments, which Client shall pay. Invictus will remit any payments from Client for such taxes and assessments made on any such invoice directly to the appropriate taxing authorities. If Client is exempt from the payment of such taxes or other assessments, Client shall provide Invictus with documentary proof of such exemption issued by the appropriate taxing authority. Client is responsible for obtaining and providing to Invictus any such certificate or other documentary proof of such exemption.

5.9. **No Set-Offs.** All amounts payable to Invictus under this Agreement shall be paid by Client to Invictus in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason. All fees paid by Client are not refundable.

6. **License and Restrictions.**

6.1. **Client Licenses.**

(a) Subject to and conditioned on Client's and its Authorized Users' compliance with and performance of all terms and conditions of this Agreement and the End User License, Invictus hereby grants Client the personal, non-exclusive, nontransferable, non-sublicensable license under the Intellectual Property Rights of Invictus to use the Prepared Platform during the Initial Subscription Period and any Renewal Term and only in strict compliance with the Permitted Uses and subject to the restrictions and other limitations set forth in this Agreement and the End User License and only by and through Client's Authorized Users.

(b) Subject to and conditioned on Client's and its Authorized Users' compliance with and performance of all terms and conditions of this Agreement and the End User License, Invictus hereby grants Client the personal, non-exclusive, nontransferable, royalty-free worldwide license under the Intellectual Property Rights of Invictus to use, host, store, view, perform or display (whether to the public or otherwise), copy, reproduce, modify, and create derivative works of the Caller Data



transmitted or made available to Client's Authorized Users hereunder during the Term, including without limitation to make such Caller Data available to any third party for purposes of complying with requests for disclosure of Caller Data under the Freedom of Information Act (FOIA) or other similar federal or state laws or regulations or as otherwise required by applicable law, regulation or court order, during the Initial Subscription Period and any Renewal Term and thereafter. The license granted to Client under this **Section 6.1(b)** shall survive the termination or expiration of this Agreement, provided only that notwithstanding any other provision hereof, such license granted to Client pursuant to this **Section 6.1(b)** shall terminate with respect to specific Caller Data if and only to the extent Invictus no longer holds a license to such specific Caller Data and Invictus gives written notice of such license termination. For clarity, any such termination shall not terminate Client's license under this **Section 6.1(b)** with respect to any other Caller Data.

6.2. Reservation of Rights. All rights not expressly granted to Client are reserved by Invictus and its licensors. Nothing in this Agreement grants any right, title or interest in or to any Intellectual Property Rights in or relating to the Caller Platform Extensions and the Prepared Platform or any Caller Data, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Caller Platform Extensions and the Prepared Platform and all Caller Data shall remain with Invictus and its licensors.

6.3. Limitations and Restrictions.

(a) Client shall use, and shall ensure that its Authorized Users use, the Service and the Prepared Platform and any Caller Data only for the Permitted Uses and as authorized in **Section 6.1**.

(b) Client shall not offer for sale, distribute, or sell the Service or the Prepared Platform. Client shall not, and shall not permit any other Person to, modify, or create improvements, derivative works or transformative works of or based upon any Prepared Platform or any part or feature thereof.

(c) Client shall not, and shall not permit any Person, to bypass or breach any security or protection used for the Prepared Platform or the Caller Platform Extension to prevent unauthorized access to Caller Data or software, algorithms, data, information or functionalities or features of the Caller Platform Extension or the Prepared Platform. Client shall not, and shall not permit any other Person to, gain (or attempt to gain) any access to the Prepared Platform or Caller Data, or bypass or breach any security device or protection used for the Caller Platform Extension or the Prepared Platform, in order to access to Caller Data or other data or information or functionalities or features of the Caller Platform Extension or the Prepared Platform, that Client and its Authorized Users shall not have access to through normal access or use of the Service and the Prepared Platform.

(d) Client shall not, and shall not permit any other Person to, decompile any object code of, or reverse engineer, disassemble, decode, discover, reconstruct, adapt, translate or otherwise derive or gain access to any source code of any software that is part of the Caller Platform Extension or the Prepared Platform, the structure, sequence or organization of such source code or any algorithm, method, process, workflow or

model that is part of the Caller Platform Extension or the Prepared Platform or used in developing or performing the Service, in whole or in part, or attempt to do any of the foregoing.

(e) Client shall not, and shall not permit any other Person to, access or use the Caller Platform Extension or the Prepared Platform in order to

(1) build any product or service that is similar to the Service or the Caller Platform Extension or the Prepared Platform, including any Prepared Platform Extension, or that uses similar features or functions, content, or graphics as those of or used by or for the Service or the Caller Platform Extension or the Prepared Platform, or in order to copy or imitate any feature or functionality of the Service or Caller Platform Extension or the Prepared Platform, whether or not intended to compete with the Service, or

(2) engage in systematic retrieval of any data or content from the Caller Platform Extension or the Prepared Platform.

(f) Client shall not, and shall not permit any other Person to, (i) input, upload, transmit or otherwise provide to or through the submission of any Client Data or through access to or use of the Prepared Platform any Harmful Code, (ii) access, use, or copy any portion of the Caller Platform Extension or the Prepared Platform through the use of bots, spiders, crawlers, indexing agents, or other automated programs, means, algorithms, software, devices, or mechanisms (collectively, "**Bots**"), (iii) use any Bots or any similar or equivalent manual process to systematically and/or automatically search, scrape, extract, index, or create abstracts of, the Caller Platform Extension or the Prepared Platform, (iv) create any denial of service with respect to the Service, (v) falsify, modify, manipulate, or obscure any data or other content of the Caller Platform Extension or the Prepared Platform, or (vi) discover, or attempt to discover, any usage by any Caller or any other Person of the Caller Platform Extension or any usage by any Person of the Prepared Platform or any service provided by Invictus, including any queries or usage or reports or output or other query results.

(g) Client shall not, and shall not permit any other Person to, remove, delete, alter or obscure any source identification, product identification, ownership identification, disclaimers, or copyright, trademark, patent or other intellectual property or proprietary rights notices or markings contained in, displayed by, or provided with the Service or the Prepared Platform.

(h) Client shall not, and shall not permit any other Person to, access, observe, or use the Prepared Platform or the Service for purposes of competitive analysis of the availability, performance or functionality of the Service, the Caller Platform Extension, or the Prepared Platform, or for any other benchmarking and shall not disclose or publicize the results of any such analysis or benchmarking.

(i) Client shall not, and shall not permit any other Person to, access or use the Service or the Caller Platform Extension or the Prepared Platform or any Caller Data in any manner or for any purpose that violates any applicable law or regulation.

(j) Client shall not, and shall not permit any other Person to, damage, destroy, disrupt, disable, impair, interfere with or



otherwise harm the Caller Platform Extension or the Prepared Platform or any Caller Data.

(k) Client shall not, and shall not permit any other Person to, copy or use the design, including the layout, organization, color scheme, and graphics of the Caller Platform Extension or the Prepared Platform.

(l) Client shall not, and shall not permit any other Person to, access, use, give access to or use of the Caller Platform Extension or the Prepared Platform or any Caller Data in connection with any time-sharing, service bureau, software as a service, cloud service, or data processing service arrangements.

(m) Client shall not, and shall not permit any other Person to, gain (or attempt to gain) any access to the Prepared Platform, or bypass or breach any security device or protection used for the Caller Platform Extension or the Prepared Platform or the Caller Data, in order to gain access to data or information or functionalities or features of the Caller Platform Extension or the Prepared Platform or any Caller Data, that Client and its Authorized Users shall not have access to through normal access or use of the Service from the Call-Taker Console, or the applicable Prepared Platform Extension if the Client has subscribed to the applicable Paid Subscription Tier, as part of the Prepared Platform.

(n) Client shall not, and shall not permit any other Person to, access or use or store any Caller Data except as authorized in this Agreement. Client shall not, and shall ensure that its Users shall not, download, store, or transfer, any Caller Data from the Prepared Platform or any Cloud Servers, except as authorized in this Agreement. If Client has subscribed to the Base Subscription Tier, Client may not transfer or make available or accessible any audiovisual Caller Data to any Emergency Responder via the Prepared Platform. If Client has subscribed to a Paid Subscription Tier, Client may transfer or make available or accessible any audiovisual Caller Data to Emergency Responders that are Authorized Users via the Prepared Platform as further provided in and limited by this Agreement.

6.4. Use of APIs. Client shall use only the APIs provided by Invictus for automated submission of Client Data to the Prepared Platform.

6.5. Limited Client License. Client hereby grants to Invictus and its subcontractors and their respective successors and assigns, a royalty-free, fully-paid, non-exclusive, sublicensable and transferable worldwide right and license to use, reproduce, modify, adapt, and create derivative and transformative works of any Client Data submitted by Client solely for purposes of (i) providing and performing the Service and otherwise performing this Agreement, including storing any such Client Data as provided in this Agreement, and (ii) monitoring compliance of this Agreement by Client and its Authorized Users, and (iii) researching, developing, and improving the Service and the Caller Platform Extension and the Prepared Platform and other products and services of Invictus.

7. Certain Client Obligations and Responsibilities.

7.1. No Export. Client shall not export or authorize or allow the export of the Prepared Platform. Client shall not engage in any transaction that gives reason to suspect that the Prepared Platform will be exported or diverted in violation of any applicable

laws (including without limitation based upon such factors as suspect customers, abnormal transaction circumstances, or other "red flag" indicators).

7.2. Technical Requirements. Client and its Authorized Users are responsible for procuring necessary hardware, software, communications facilities and Internet connection, together with the requisite licenses, to satisfy the technical requirements for Client to access and operate the Prepared Platform from the Client Systems (the "**Technical Requirements**").

7.3. Corrective Action and Notice. If Client becomes aware of any actual or threatened activity outside the Permitted Uses or that are prohibited by **Sections 6.3 or 6.4** hereof, Client shall, and shall cause its Authorized Users to, immediately: (i) take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects; and (ii) notify Invictus of any such actual or threatened activity.

7.4. Errors. Client shall use commercially reasonable efforts to promptly notify Invictus of any errors or defects in the Service or the Caller Platform Extension or the Prepared Platform of which Client becomes aware.

8. Data.

8.1. Backups. The Service does not replace the need for Client to maintain regular data backups or redundant data archives of Client Data and Caller Data. Invictus HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, DESTRUCTION, DAMAGE, OR CORRUPTION OF ANY CLIENT DATA OR ANY CALLER DATA.

8.2. Storage and Use of Client Data. Client agrees that Client Data may be uploaded and copied to and stored on the Prepared Platform, including on any Cloud Servers, only in connection with Invictus' performance of the Service. Invictus may, subject to the provisions of **Section 9** below, copy and store the Client Data, or copies thereof, in backup storage systems that are part of the Prepared Technology Platform during the term of this Agreement and for a period of up to ten (10) years following the expiration or termination of this Agreement or such longer period as may be required by applicable law. Invictus shall have no obligation to store Client Data or Caller Data after the expiration or earlier termination of this Agreement. Invictus may use, copy and reproduce the Client Data to process the Client Data in order to provide the Service.

9. Security.

9.1. Security by Invictus. Invictus will take reasonable precautions to protect the security of the Prepared Platform from unauthorized access, use misuse or deactivation by an unauthorized Third Party of the Service and any unauthorized access to or use any Client Data delivered to Invictus, provided that Invictus shall not be responsible for any such unauthorized access, use misuse or deactivation as a result of any action or inaction of any Third Party hosting provider with respect to any Cloud Servers on which any Client Data are stored and that Invictus may disclose any Client Data if compelled by a court. Invictus will take reasonable measures to prevent such access or use of Client Data by the employees and contractors of Invictus except (i) to provide the Service and the technical support hereof, and to prevent or address Service or technical errors or problems,



(ii) determine whether any file containing Client Data is or contains Defective Client Data, (iii) as compelled by law or a court, or (iv) as otherwise expressly permitted in this Agreement or by Client in writing.

9.2. Security by Client. Client shall maintain reasonable security measures to safeguard the Prepared Platform and Caller Data from unauthorized access or use or misuse or deactivation by any other Person, including by using only secure connections and secure Client Systems and maintaining the confidentiality of Access Credentials and not allowing any other Person, other than Client's Authorized Users, to use any Access Credentials (whether on Client's behalf of otherwise). Client shall notify Invictus promptly upon becoming aware of any unauthorized disclosure, access to, use, or misuse of any Access Credentials. Client shall employ all reasonable physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (i) securely administer the distribution to and use by its Authorized Users of all Access Credentials and (ii) protect against any unauthorized access to or use or misuse of the Prepared Platform or any Caller Data.

9.3. Client Control and Responsibility. Client retains sole responsibility for (i) the Client Systems, (ii) the security and use of Client's and its Authorized Users' Access Credentials, and (iii) all access of the Prepared Platform and Caller Data, directly or indirectly, by or through its Authorized Users' Access Credentials, with or without Client's knowledge or consent. Client shall ensure that its Authorized Users protect their Access Credentials and not make them available to any other Person. 10. Branding and Communications; Marketing.

10.1. Invictus Marks. Client is not granted any right to, and shall not, use, directly or indirectly, in whole or in part, any Invictus Marks, except as may be specifically authorized by Invictus in writing prior to such use. Client shall not, without the prior written consent of Invictus, use or attempt to register any logo, mark or name that is likely to be similar to or confused with any Invictus Mark. All goodwill resulting from the use of the Invictus Marks will inure solely to Invictus.

10.2. Reference Customer. Upon request by Invictus, Client may act as a reference customer of Invictus with respect to the Service, including by responding to reasonable inquiries from prospective customers of Invictus, provided that (i) acting as a reference customer shall not result in any unreasonable disruption to Client's business and operations, and (ii) Client shall not incur any expenses in connection with acting as a reference customer for Invictus. Invictus shall not compensate Client for acting as a reference customer for Invictus.

10.3. Press Release. At the request of Invictus, the parties shall issue a joint media release announcing the transaction set forth in this Agreement without disclosing the financial terms set forth in this Agreement within sixty (60) days following such request.

10.4. Other Publicity. Invictus may identify Client as a customer of Invictus on the website of Invictus and in electronic, online and printed marketing materials of Invictus and in future press releases of Invictus, including by using and displaying the business name and logo of Client for that purpose.

10.5. Statements to Third Parties. Client shall make or give no representations, warranties or undertakings, whether orally, electronically or in writing, with respect to, the Service or Invictus or the Caller Platform Extension or the Prepared Platform or any part thereof to any Third Party, except as expressly authorized in writing by Invictus.

10.6. Dissemination of Promotional or Educational Information. All Client agrees to not materially alter any and all information, educational, instructional, safety practice, and/or promotional materials, documents, literature, forms, or instructions distributed, disseminated or published by Invictus, whether in written or electronic form and whether to any User or Third Party, including without limitation any employee or staff of Client.

11. Intellectual Property Rights.

11.1. Invictus IP.

(a) Invictus is the distributor of the Service and the licensor of the Prepared Platform and the Caller Platform Extensions. All right, title and interest in and to Caller Platform Extensions and the Prepared Platform and all Caller Data, including all Intellectual Property Rights in any of the foregoing, are and shall remain with Invictus and its licensors, if any, including all applicable rights to: (i) copyrights, including all rights incident to copyright ownership, such as all rights of publication, registration, copying and rights to create derivative works; (ii) utility and design patents and patent applications; and (iii) trade secrets.

(b) Nothing in this Agreement grants, or shall be construed as granting, to Client any ownership rights or Intellectual Property Rights in or to any Caller Platform Extension or the Prepared Platform, or any part thereof, or any Caller Data to Client, whether by assignment, contract or otherwise, including without limitation to any trade secret, or to any invention, copyright, patent application or patent or any other Intellectual Property Right that has been created or developed or that has issued or that may issue or may be created or developed during the Term. Client has no right, license or authorization with respect to any Caller Platform Extension or the Prepared Platform or any Caller Data, except as expressly set forth in **Section 6.1** above, in each case subject to **Sections 6.1, 6.3 and 6.4** and **9.2** above. Access to and use of the Prepared Platform and Caller Data does not in any way grant Client or any User or other Person any Intellectual Property Rights to, or any license or right to use, the Prepared Platform or any Caller Data for any purpose, except for the limited license granted in **Section 6.1** above, in each case subject to **Sections 6.1, 6.3, 6.4** and **9.2** above. All other rights in and to the Prepared Platform and Caller Data, are expressly reserved by Invictus and its licensors.

11.2. Value in Invictus IP. Client acknowledges and agrees that the Caller Platform Extension, including all of its software, features, functionalities, graphics, designs and graphical user interface, and the Prepared Platform are commercially valuable assets of Invictus, the development of which required the investment of substantial time, effort and cost by Invictus. Client further acknowledges and agrees that the Caller Platform Extension, including all of its software, features, functionalities, graphics, designs and graphical user interface, and the Prepared Platform and all Caller Data are protected by the Intellectual Property Rights held by Invictus and its licensors.



11.3. **Feedback.** Client or any of its Authorized Users may provide suggestions, ideas, inventions, innovations, improvements, enhancements, feedback, recommendations or other information to Invictus with respect to the Service or the Caller Platform Extension or the Prepared Platform in whatever form, whether or not patentable or copyrightable or made or conceived solely or jointly with others (collectively, "**Feedback**"). Invictus may use Feedback for any purpose without obligation of any kind, and Client acknowledges and agrees, also on behalf of each Authorized User, that such Feedback, and all Intellectual Property Rights with respect thereto, shall become the sole property of Invictus, and Client, also on behalf of each Authorized User, hereby transfers and assigns exclusively to Invictus all right, title and interest in and to the Feedback and any and all related Intellectual Property Rights in the United States of America and all other countries and jurisdictions and appoints any officer of Invictus as his, her or its duly authorized agent to execute, file, prosecute and protect the same before any patent or copyright office or government or government agency. Upon request of Invictus, and without further compensation, Client shall, and shall cause its Authorized Users to, execute such further assignments, documents and other instruments as may be necessary or desirable to fully, exclusively and completely assign all Feedback to Invictus worldwide and to assist Invictus in applying for, obtaining and enforcing patents, copyrights, or other Intellectual Property Rights in any jurisdiction with respect to any Feedback. Client agrees that the obligations and undertakings stated in this **Section 11.3** shall continue beyond the termination of this Agreement. Client shall, and shall cause its Authorized Users to, keep such Feedback confidential and to disclose it only to Invictus.

12. **Confidentiality.** Invictus shall maintain the confidentiality of all Client Data provided by Client except as necessary for Invictus to perform the Service or its obligations under this Agreement or except as provided by applicable law or regulation or order of a court or government authority.

13. **Term and Termination.**

13.1. **Term and Launch.** This Agreement shall become effective upon the Effective Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, this Agreement will remain in full force and effect until the end of the Initial Subscription Period as set forth in the Order ("**Term**") and shall expire at the end of the Initial Subscription Period, unless renewed pursuant to the provisions of **Section 13.2** below.

13.2. **Renewal.** The Term of this Agreement shall automatically renew for successive twelve (12) month periods, unless either party gives written notice to the other party of its intention not to renew this Agreement at least thirty (30) days prior to the end of the then current term (each, such 12-month renewal period, a "**Renewal Term**").

13.3. **Termination.** In addition to any other express termination right set forth elsewhere in this Agreement:

(a) Invictus may terminate this Agreement, effective on written notice to Client, if (i) Client fails to pay any amount, if any, when due under this Agreement and such failure continues more than 15 days after Invictus' delivery of written notice thereof or (ii) Client breaches any of its obligations under **Sections 2.2, 6.3, 6.4, 9.2, or 11**, above.

(b) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

(c) Invictus may terminate this Agreement, effective on written notice to Client, if Invictus reasonably believes that any applicable law or regulation, or any ruling, order, decision or action of a governmental agency or court, including as may be amended or enacted or applied during the Term, prohibits or prevents Invictus from providing the Service or from complying with this Agreement, or the provision or performance by Invictus of the Service or any Caller Data becomes significantly more difficult or expensive, or impossible without violating, or without incurring criminal penalties or civil or administrative liability under, the applicable law or regulation;

(d) If the Order permits Client to terminate the Service early, Client may unilaterally terminate this Agreement by giving written notice to Invictus of such termination, in which case no further payments shall be due to Invictus and this Agreement shall terminate upon expiration of the applicable notice period set forth in the Order.

(e) Invictus acknowledges that Client's participation in this Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by Client by delivering to Invictus sixty (60) days' advance written notice. The termination notice shall specify the date on which the Agreement shall terminate.

13.4. **Effect of Expiration or Termination.** Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement and in addition to the other provisions of this Agreement applicable to its expiration or termination:

(a) all rights, licenses, consents and authorizations granted by Invictus to Client hereunder will immediately terminate and Invictus will cease providing the Service or making the Caller Data available effective immediately upon such expiration or termination, regardless of the cause of any such termination or expiration;

(b) such expiration or termination for any cause will not release any party hereto from any liability which at the time of expiration or termination has already accrued to the other party or which thereafter may accrue in respect of any act or omission prior to the expiration or termination, nor shall such expiration or termination affect in any way the survival of any right, duty or obligation of either party hereto which is expressly stated elsewhere in this Agreement to survive such expiration or termination; and

(c) such termination or expiration shall not affect any other remedy that a party may have at law or in equity.

13.5. **Surviving Terms.** The provisions in the following sections hereof and any other right or obligation of the parties in this Agreement that, by the nature of such provision, should survive termination or expiration of this Agreement will survive any expiration or termination of this Agreement, subject to any



time limitations, if any, in such provisions: **Sections 1, 6.1(b), 6.3, 6.5, 7.1, 9.1, 9.2, 11, 12, 13.4, 13.5, 15, 16, and 17** hereof.

14. Representations and Warranties; Disclaimers.

14.1. Mutual Representations and Warranties.

Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) the execution of this Agreement by its representative(s) has been duly authorized by all necessary corporate or organizational action of such party; and (iii) such party will not deliver or make available Harmful Code to the other party, including as part of any files or data or content delivered to the other party.

14.2. Additional Client Representation, Warranty and Covenant. Client represents and warrants that Client has and will have the necessary rights, permissions, licenses and consents in and relating to the Client Data as provided in this Agreement and to grant the license as set forth in **Section 6.5** above.

14.3. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN **SECTION 14.1** ABOVE, THE SERVICE AND THE CALLER PLATFORM EXTENSION AND THE PREPARED PLATFORM ARE PROVIDED, OPERATED AND MADE AVAILABLE "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND, TO THE FULLEST EXTENT PERMITTED BY LAW, INVICTUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND INVICTUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND INDUSTRY CERTIFICATIONS, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, INVICTUS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE OR THE CALLER PLATFORM EXTENSION OR THE PREPARED PLATFORM, INCLUDING WITHOUT LIMITATION ANY PREPARED PLATFORM EXTENSIONS, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE SECURE, ERROR-FREE, ACCURATE, CURRENT, OR COMPLETE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, INVICTUS SHALL HAVE NO OBLIGATION TO CORRECT, AND HEREBY DISCLAIMS ALL LIABILITY WITH RESPECT TO, ANY KNOWN ERRORS OR DEFICIENCIES OR "BUGS" OF THE CALLER PLATFORM EXTENSION AND THE PREPARED PLATFORM, INCLUDING AS MAY BE DISCLOSED TO CLIENT. ALL THIRD PARTY SERVICES, THIRD PARTY APPLICATIONS, INCLUDING AS USED IN PROVIDING THE SERVICE, ARE USED OR PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. INVICTUS DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES OR LOSSES CAUSED BY ANY THIRD PARTY SERVICE OR THIRD PARTY APPLICATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INVICTUS OR ITS REPRESENTATIVES SHALL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF INVICTUS' OBLIGATIONS OR LIABILITY UNDER OR WITH RESPECT TO THIS AGREEMENT.

14.4. No Warranties, Representations or Covenants to Others. Invictus' warranties and representations, covenants and obligations under this Agreement are to Client only and not to any other Person. This Agreement shall not create any obligation or liability by Invictus whatsoever to any Person other than to Client. There are no third-party beneficiaries, intended or otherwise, with respect to this Agreement or any of the obligations of Invictus under or with respect to this Agreement.

15. Limitations of Liability; Additional Disclaimers.

15.1. Limitation of Liability.

(a) NEITHER INVICTUS NOR ANY OF ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS SHALL HAVE LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, ENHANCED, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR STATUTORY DAMAGES, OR ANY MULTIPLES OF DIRECT DAMAGES, UNDER ANY LEGAL THEORY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, OR WARRANTY, WITH RESPECT TO OBLIGATIONS UNDER THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT OR OTHERWISE.

(b) THE EXCLUSIONS OF A PERSON'S LIABILITY SET FORTH IN THIS **SECTION 15.1** ABOVE APPLY REGARDLESS OF WHETHER SUCH PERSON WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF INVICTUS, ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR OTHERWISE, TO CLIENT OR ANY USER OR ANY OTHER PERSON EXCEED THE GREATER OF \$1,000 AND THE TOTAL OF THE AMOUNTS PAID TO INVICTUS UNDER THIS AGREEMENT IN THE TWENTY-FOUR MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY OF, OR CLAIMS AGAINST, INVICTUS, ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS. THE FOREGOING LIMITATIONS APPLY EVEN IF THE CLIENT'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

(d) The parties acknowledge that each of them relied upon the inclusion of the limitations and exclusions set forth in this **Section 15** in consideration of entering into this Agreement.

15.2. Certain Limitations Regarding the Service. Client acknowledges and agrees that Service and the Caller Platform Extension are not intended or designed to, and may not, prevent or stop any impending threat to, or emergency or improve Client's response to any such threat or emergency. Client acknowledges and agrees that the Service and the Caller Platform Extension (i) may not reduce the response time by any Emergency Responders to any impending threat or any emergency or (ii)



result in a more effective response to any such impending threat or such emergency or (iii) cause any Emergency Responder to respond to any such impending threat or such emergency. Client shall not replace any existing emergency communications system with the Service. Client acknowledges and agrees that the Service does not replace best practices by Client in communicating or managing an impending or on-going threat or an emergency. Client shall ensure that each Authorized User is properly trained and prepared to respond to an impending threat or any emergency. Invictus shall have no liability if a Caller triggers a notification or report of an impending threat or an emergency through use of a Caller Platform Extension even though there is no such threat or emergency. INVICTUS ASSUMES NO LIABILITY, WARRANTY, OR RESPONSIBILITY WHATSOEVER TO CLIENT, ANY USER OR ANY OTHER PERSON WITH RESPECT TO (i) ANY OF THE FAILURES, UNAVAILABILITY, DEFICIENCIES, INACTIONS OR ACTIONS OF THE SERVICE OR THE PREPARED PLATFORM OR THE CALLER PLATFORM EXTENSION, OR (ii) ANY CONCLUSIONS, INTERPRETATION, DECISIONS OR ACTIONS BASED ON THE USE OF THE SERVICE OR THE CALLER PLATFORM EXTENSION OR ANY CALLER DATA BY CLIENT OR BY ANY OTHER PERSON, INCLUDING IN CONNECTION WITH ANY IMPENDING OR PERCEIVED THREAT OR ANY EMERGENCY.

15.3. Implementation. Client acknowledges and agrees that the Service will not be available during the implementation period as provided in **Section 2.1**. INVICTUS SHALL HAVE NO LIABILITY, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR OTHERWISE TO CLIENT OR ANY USER OR ANY OTHER PERSON WITH RESPECT TO THE UNAVAILABILITY OR FAILURE OF THE SERVICE OR THE CALLER PLATFORM EXTENSIONS OR THE PREPARED PLATFORM DURING SUCH IMPLEMENTATION PERIOD.

15.4. Third Party Applications; Third Party Services. The Service uses the services of Third Parties ("**Third Party Services**"), and the Prepared Platform contains Third Party Applications and utilizes Cloud Servers. Invictus does not control such Third Party Services and Third Party Applications and such Cloud Servers. Invictus shall not be responsible or liable to Client or any Authorized User or other User or any other Person for the failure, non-performances or unavailability, faulty service or errors of any such Third Party Services or Third Party Applications or Cloud Servers. Invictus makes no warranties with respect to any Third Party Services or Third Party Applications or any Cloud Servers, their performance, availability or accuracy.

15.5. Internet Delays; Cloud Server Provider. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC OR CELLULAR COMMUNICATIONS. INVICTUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE OR LOSS RESULTING FROM SUCH PROBLEMS OR THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET. INVICTUS DISCLAIMS ALL LIABILITY FOR ANY HARM OR

DAMAGES OR LOSSES CAUSED BY ANY THIRD PARTY PROVIDER OF ANY CLOUD SERVER.

15.6. No Screening of Data. Client is solely responsible for the accuracy, completeness and truthfulness of any data or information that is submitted or provided to Invictus by its Authorized Users and for ensuring that Client has the necessary rights to submit such Client Data for use by Invictus as provided in this Agreement. Invictus will not, and shall have no obligation to, screen or filter any Caller Data. Client acknowledges and agrees that a Caller may not transmit any Caller Data despite requested to do so and any Caller Data transmitted by Caller may contain inaccurate or false Caller Data and may contain offensive or disturbing Caller Data. Client acknowledges that Invictus has no control over the Caller Data transmitted by a Caller and made available to Client's Authorized Users from the Prepared Platform. INVICTUS DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO ANY AND ALL CALLER DATA.

16. Governing Law; Jurisdiction.

16.1. Law Governing Agreement. This Agreement and its formation, validity, interpretation, construction, performance, termination, and enforcement shall be governed by the internal laws of the State in which the Client is domiciled without giving effect to choice-of-law rules that may direct or permit the application of the laws of another jurisdiction.

16.2. Exclusive Jurisdiction. Each party stipulates and agrees that any dispute or proceeding arising under or related to this Agreement or the transactions or rights and restrictions set forth herein shall be subject to the exclusive jurisdiction of the state courts located in the State in which the Client has its domicile or the U.S. District Court for the District in which the Client has its domicile to the extent such U.S. District Court has independent subject matter jurisdiction without reference to this provision, and the respective court of appeals. Each party submits and consents to the exclusive jurisdiction and proper venue of such courts.

Miscellaneous.

17.1. No Authority. No party shall have any authority to assume, incur or create any liability or obligation on behalf of or in the name of the other party or to contract for or bind the other party in any way.

17.2. Independent Contractors. The relationship between the parties is that of independent contractors. Each party shall act as an independent contractor and not as a partner, joint venturer or agent of the other party. This Agreement shall not establish or be construed as establishing an agency, joint venture, or employer/employee relationship between Client and Invictus or that of a partnership.

17.3. Entire Agreement; Modifications. This Agreement, together with the Appendices hereto and the End User License, contains the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede and merge all prior and contemporaneous communications, agreements, understandings, undertakings and obligations with respect to the subject matter hereof, whether oral or written, unless the parties have entered into a separate definitive written agreement with respect to the subject matter hereof which has been signed by the authorized representative(s) of each party. No modification of this Agreement, or any Appendix hereto, shall



be binding on either party unless it is in writing and signed by both parties. No quote, order, or similar document shall modify the terms of this Agreement even if accepted by the receiving party. In the event of any conflict or inconsistency between the Order and these Standard Terms or any Appendix or Exhibit to the Order to these Standard Terms, the terms and conditions of the Order shall prevail. In the event of any conflict or inconsistency between the Special Terms, if any, attached to the Order and these Standard Terms, the terms and conditions of such Special Terms shall prevail. Notwithstanding the foregoing, the Agreement does not supersede or replace the any confidentiality or non-disclosure agreement between the parties, which shall remain in effect.

17.4. Notice. All notices required to be given under this Agreement shall be in writing and shall be effective when received or, if delivery is not accomplished by reason of some fault of the addressee, when tendered, and shall only be transmitted by (i) personal delivery, (ii) registered or certified mail, return receipt requested and postage prepaid, (iii) courier or delivery service, or (iv) e-mail, by a party to the other party at the other party's address as set forth in the Order, or to such other addresses as a party may from time to time notify the other party of in accordance with this Section, unless otherwise expressly provided in this Agreement.

17.5. Waiver. Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof in a writing executed by such party. No waiver by either party of any breach of, or of compliance with, any term or provision of this Agreement by the other party shall be considered a waiver of any other term or provision or of the same term or provision at another time. No failure or delay of either party to exercise any power or right given that party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom, practice or prior course of dealing of the parties at variance with the terms hereof, shall constitute a waiver of that party's right to demand exact compliance with the terms hereof.

17.6. Assignment. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, whether voluntarily, involuntarily, or by operation of law, whether in whole or in part, to any Third Party. Any purported or attempted assignment, delegation or transfer in violation of this **Subsection 17.6** is void. Invictus may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, whether in whole or in part, to any other Person.

17.7. Interpretation. For purposes of this Agreement: (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; and (ii) the word "or" is not exclusive. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing such drafting. Each party hereto acknowledges and agrees that it and/or its counsel reviewed and negotiated the terms and provisions of this Agreement and has contributed to its revision. All captions, titles or section headings of this Agreement are for ease of reference only, shall not affect the

interpretation or construction of any provisions of this Agreement, and shall not be deemed part of this Agreement. Any references requiring the consent or approval of a party shall require such consent in writing and signed by an authorized representative of such party. Unless the context otherwise requires, references in this Agreement to a statute means such statute as amended from time to time and includes any regulations promulgated thereunder. The rule of contract construction known as *ejusdem generis* as well as the rule of contract construction known as *contra proferentem* shall not apply to the construction or interpretation of this Agreement.

17.8. Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, shall confer upon any other Person any right, benefit or remedy under or by reason of this Agreement.

17.9. Responsibility for Authorized Users. Client shall be responsible for the compliance by its Authorized Users with the terms and conditions of this Agreement, and a noncompliance by an Authorized User with such terms and conditions will be deemed a breach by Client of this Agreement.

17.10. Successors. This Agreement and the obligations hereunder shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

17.11. Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable by a competent court of law, the remainder of this Agreement shall be valid and enforceable to the extent permitted by the governing law set forth under **Section 16.1** above. Such declaration shall not invalidate any other provision hereof, and this Agreement shall continue in full force and effect. The invalid provision shall be replaced by an appropriate provision, which to the extent permitted by such governing law comes closest to the parties' intent of what the parties would have agreed on, had they been aware of the invalidity or unenforceability, in order to meet the spirit and purpose of this Agreement.

17.12. Equitable Relief. Each party agrees that a breach or threatened breach by such party of any of its obligations under this Agreement would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, constructive trust, and any other relief that may be available from any court, without a requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

17.13. Force Majeure. No default, delay or failure to perform on the part of Invictus shall be considered a breach of this Agreement to the extent due entirely or proximately to a Force Majeure Event.

17.14. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means



of electronic transmission is deemed to have the same legal effect as delivery of the original signed copy in hardcopy.

between Invictus and Client for any Order received by Invictus from Client before the changes are made.

17.15. Changes to Standard Terms. Invictus reserves the right to change these Standard Terms at any time. Any changes made to these Standard Terms will not apply to the Agreement

[End of Standard Terms and Conditions for the Prepared™ Emergency Communications Service]

PURCHASE ORDER

BILL TO:

County of Chester

PO Box 580

1476 JA Cochran Bypass

Chester SC 29706-

PHONE: (803) 385-2681

FAX: (803) 385-2945

VENDOR: 084900

SPARTAN FIRE AND EMERGENCY APPARATUS INC

SUPPLIES & SERVICES ACCOUNT

319 SOUTHPORT ROAD

ROEBUCK SC 29376

SHIP TO:

Purchasing

1476 J A Cochran Bypass

Chester SC 29706

(803) 581-6268

Notes to Vendor:

ALL PACKING SLIPS AND INVOICES MUST HAVE PURCHASE ORDER NUMBER LISTED. PAYMENTS ARE NET 30.
PLEASE FORWARD A COPY OF YOUR SOUTH CAROLINA RESALE TAX CERTIFICATE TO
ACCOUNTSPAYABLE@CHESTERCOUNTY.ORG

Order Date: 10/13/2021

Date Required:

Ship Via:

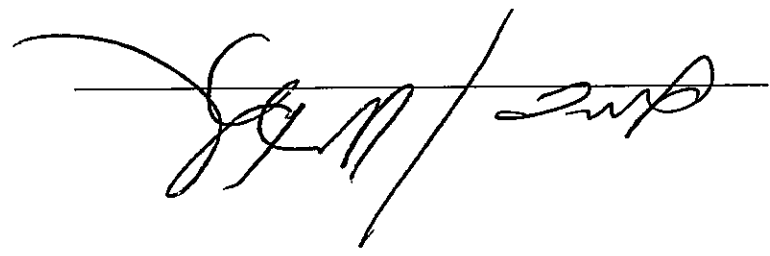
Quantity	U/M	Catalog No.	Description	Unit Price	Tx
1.00			Demers MPX-150 Ford 450	223,112.9100	223,112.
			Extended Cab 4x2 Diesel Type I Ambulance Module		
			Taxes Included		
			For Richburg Fire Department		
			HGAC Processing Fee		
1.00			HGAC Contract # AM10-20	1,000.0000	1,000.
SubTotal				224,112.	224,112.
Sales Tax				0.	
Order Total				224,112.	224,112.

Requested By: Susan Cok

REVIEWED BY	APPROVED BY	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT
SCOK	SCOK	378-000-5301	VEHICLES	224,112.5

QUESTIONS CONCERNING PURCHASE ORDERS SHOULD BE ADDRESSED TO THE CHESTER COUNTY PURCHASING OFFICE AT (803) 581-6268. Effective May 1, 2009 SALES TAX for Chester County is now 8%.

Authorized Signature:



PURCHASE ORDER NO: 40576

This PO number must appear on all packages and correspondence

HGACBUY

CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only

Contract No.: AM10-20

Date Prepared: 09/28/21

This Worksheet is for use by the Contractor only. It is not to be used for pricing. The Contractor is responsible for providing the correct information to the Buyer. The Buyer is responsible for providing the correct information to the Contractor.

Buying Agency:	Richburg Fire - Rescue	Contractor:	Spartan Fire and Emergency Apparatus
Contact Person:	Mike Ehrmanntraut	Prepared By:	Mark Smith
Phone:	803-899-1165	Phone:	920-224-5114
Fax:		Fax:	
Email:	richburgfd@gmail.com	Email:	msmtf@spartanfire.com

Product Code: AM20EA02 Description: Type I, MXP150E FORD V8 P-4up F450 4x2, 150" L x 95" W x 72" HR Multiplex, Ecosmart, Autoboss \$161,743.00

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheets if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Install Customer Supplied Radios, Speakers, Antennas EACH	\$1,990.00	Stryker Performance Load System	\$7,086.00
Camera, Back up only	\$578.00	Cab Paint, Upgrade	\$2,205.00
Upgrade to M9 LED Warning Lights	\$6,190.00	Custom Lettering/ Graphics	\$5,093.00
Whelen M7 LED Lights	\$299.00	Rear Suspension - Liquid Spring	\$12,863.00
Siren Electronic - Whelen 29SHFSC9, Dual Tone, Non Remote	\$383.00	Utility Net - Head of Squad Bench	\$786.00
Air Horns	\$2,993.00	Speakers - rear patient compartment w/Volume Control in Aciton Wall	\$688.00
Shore Inlet - Kussmaul Super Auto-Eject, 20Amp	\$614.00	Electrical System 12V - Multiplex System	\$4,463.00
Inverter - Xantrex	\$2,573.00	Dome Lighting - LED	\$2,940.00
Aluminum Wheels	\$5,775.00		
Glove Butler - Interior Wall	\$641.00		
HVAC Aux Front Wall Condenser	\$2,819.00		
Clock - Analog, Trintec 12/24 Hour, Over Rear Doors	\$310.00		
Subtotal From Additional Sheet(s):		Subtotal B: \$61,293.00	

C. Unpublished Options - Itemize below - attach additional sheets if necessary

Description	Cost	Description	Cost
Vacuum Hose 5/16 4 ft long Yellow	\$76.91		
Subtotal From Additional Sheet(s):		Subtotal C: \$76.91	

Checks: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0.03%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C):
Quantity Ordered: 1 X Subtotal of A + B + C: 223112.91 = Subtotal D: \$223,112.91

E. H-GAC Order Processing Charge (Amount Per Current Policy):
Subtotal E: \$1,000.00

F. Trade-In / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Chassis Pre-Payment Discount			
100% Pre-Payment Discount			
Trade-In Allowance			
Subtotal F: \$0.00		Subtotal F: \$0.00	
Delivery Date: 9 - 10 months		G. Total Purchase Price (D+E+F): \$224,112.91	



Mr. Mike Levister
 Chester County Planning Director
 P.O. Drawer 580
 Chester, SC 29706

April 27, 2023

**Re: Walkers Mill – Phase 3 (approximately 78 single family lots)
 SC Highway 901 - Chester County, SC
 Subdivision Bond Estimate**

Dear Mr. Levister:

On behalf of Lennar Carolinas, LLC, we submit for your review the Bond Estimate for Walkers Mill – Phase 3 located along SC Hwy 901/Edgeland Road.

The following is an estimate of the remaining work required to construct the subdivision improvements as indicated on plans titled "Walker's Mill" prepared by ESP Associates, Inc., dated September 26, 2019.

Walkers Mill - PHASE 3				
Construction Item	Unit	Qty	Unit Price	Bond Amount
Grading:				
Earthwork & Erosion Control	24.30	AC	\$57,766.75	\$ 1,403,732.00
			Total =	\$ 1,403,732.00
Retaining Walls				
Modular Block Retaining Walls	13422	SF	\$21.02	\$ 282,064.50
			Total =	\$ 282,064.50
On-Site Sewer:				
Manholes	23	EA	\$3,758.05	\$ 86,435.17
8" PVC	3370	LF	\$31.11	\$ 104,826.59
8" DIP	437	LF	\$80.46	\$ 35,161.02
Jack & Bore	60	LF	\$2,204.70	\$ 132,282.00
Sewer Services	78	EA	\$905.28	\$ 70,611.84
Testing	1	LS	\$16,908.91	\$ 16,908.91
CCTV	3807	LF	\$3.38	\$ 12,867.66
			Total =	\$ 459,093.19

On-Site Water				
10" Jumper	1	EA	\$4,293.58	\$ 4,293.58
10" PVC	880	LF	\$36.18	\$ 65,122.00
8" PVC	3380	LF	\$26.73	\$ 90,347.40
Fire Hydrant Assembly	9	EA	\$5,460.79	\$ 49,147.11
10" Gate Valve	3	EA	\$3,090.22	\$ 9,270.66
8" Gate Valve	15	EA	\$2,147.06	\$ 32,205.90
10" Fittings	6	LS	\$7,447.80	\$ 44,686.80
8" Fittings	42	LS	\$27,937.98	\$ 1,173,395.16
Blow Off Assembly	2	EA	\$3,015.30	\$ 6,030.60
Water Services	78	EA	\$1,061.79	\$ 82,819.62
Thrust Blocks	9	EA	\$31,679.52	\$ 285,115.68
Testing	1	LS	\$10,394.00	\$ 10,394.00
			Total =	\$ 1,852,828.51
On-Site Storm:				
30" RCP	162	LF	\$76.71	\$ 12,427.02
24" RCP	501	LF	\$58.37	\$ 29,243.37
18" RCP	844	LF	\$42.39	\$ 35,777.16
15" RCP	2842	LF	\$36.01	\$ 102,340.42
Storm Boxes	64	EA	\$2,634.89	\$ 168,632.96
			Total =	\$ 348,420.93
Roadways:				
Asphalt Tie In	1	EA	\$1,248.00	\$ 1,248.00
8" Stone Base	13500	SY	\$15.55	\$ 209,925.00
2" Asphalt Binder	13500	SY	\$9.85	\$ 132,975.00
24" Valley Curb & Gutter	7900	LF	\$13.68	\$ 108,072.00
1" S9.5 Surface Course	13500	SY	\$5.25	\$ 70,875.00
Sidewalk	12000	SF	\$4.68	\$ 56,160.00
ADA Ramps w/Tuncated Domes	9	EA	\$806.00	\$ 7,254.00
			Total =	\$ 585,261.00
Phase 3 Total Remaining Construction Costs =				\$ 4,931,400.13
Bond Amount (Total Work Remaining X 125%) =				\$ 6,164,250.16

Please feel free to contact me if you have any comments or questions regarding the information provided above. Thanks for your continued cooperation in the completion of this project.

Sincerely,
ESP Associates, Inc.

Danis E. Simmons
Danis E. Simmons, PE
Civil Engineering Director



Application for Chester County, South Carolina Boards and Commissions

Chester County Council selects citizens for service on Council Appointed Boards and Commissions from individuals who have either volunteered, been recommended for appointment, or shown interest in being appointed. The Clerk to Council uses this form to update the roster of volunteers and give Council basic information about each volunteer. *A member of a county board or commission appointed to serve from a council district must be a resident of that district (except the At Large District) during the entire time of service. A member who moves residence from the district from which appointed, or from the county, automatically vacates the position.* **Please Return to: Clerk to Council, P.O. Box 580, Chester SC 29706 or you may call at (803)-377-7852 or email to klee@chestercountysc.gov**

Date: 06/20/2023

Board or Commission Appointment being sought: Gateway Steering

Name: T Melton Occupation: Chief -Richburg Fire

Street Address: 3066 Goblet Rd Richburg, SC 29729

Mailing Address: (if different from above) _____

Telephone (Home): [REDACTED]

[-Mail: [REDACTED] Do you live in Chester County yes / no.

Date of Birth: / / Sex:

If recommended by a Council Member, indicate their name: Erin Mosley

In which Council District do you reside? Please indicate (1-7) 3

Are you presently serving on a County Board or Commission? Radio If "yes" when does your term expire?
03 / / 2025

CONFLICT OF INTEREST STATEMENT: I, Stewart T. Melton, as a voting member of any Chester County board, commission, or council, agree to disqualify myself from voting on any issue(s) which may arise and in which a conflict of interest exists.

Signature: 

Board members shall serve at the will of the appointing Council member and terms shall also run concurrent with that of the appointer. Please check the appropriate box below.

- Accommodation Tax Board
- Ad-Hock Burnt House Cemetery
- Airport Commission
- Assessment of Appeals Board
- Catawba Mental Health
- Catawba Regional Council of Government
- Catawba Regional Workforce
- Chester County Library
- Chester Metropolitan District
- Construction Board of Appeals
- Fort Lawn Fire Protection District
- Gateway Steering Committee
- Hazel Pittman Center
- John Keziah Park
- Lando Rural Fire
- Lewis Fire Protection District
- Olde English District
- Parks and Recreation Board
- Planning Commission
- Radio Users Advisory Committee
- Richburg Fire District Commission
- Rural Fire Commission
- Solid Waste Advisory Board
- Zoning Board of Appeals

Application for Chester County, South Carolina Boards and Commissions

Chester County Council selects citizens for service on Council Appointed Boards and Commissions from individuals who have either volunteered, been recommended for appointment, or shown interest in being appointed. The Clerk to Council uses this form to update the roster of volunteers and give Council basic information about each volunteer. *A member of a county board or commission appointed to serve from a council district must be a resident of that district (except the At Large District) during the entire time of service. A member who moves residence from the district from which appointed, or from the county, automatically vacates the position.* **Please Return to: Clerk to Council, P.O. Box 580, Chester SC 29706 or you may call at (803)-377-7852 or email to klee@chestercountysc.gov**

Date: 6-28-2023

Board or Commission Appointment being sought: Gateway Steering Com.

Name: Odell Steele Occupation: Retired

Street Address: 1744 Old Richburg Rd. Chester, SC 29706

Mailing Address: (if different from above) _____

Telephone [REDACTED]

E-Mail: [REDACTED] Do you live in Chester County yes / no.

Date of Birth: / / Sex: M

If recommended by a Council Member, indicate their name: _____

In which Council District do you reside? Please indicate (1-7) #3

Are you presently serving on a County Board or Commission? Yes (Richburg Fire) If "yes" when does your term expire?
12 / 30 / 24

CONFLICT OF INTEREST STATEMENT: I, Odell Steele, as a voting member of any Chester County board, commission, or council, agree to disqualify myself from voting on any issue(s) which may arise and in which a conflict of interest exists.

Signature: Odell Steele

Board members shall serve at the will of the appointing Council member and terms shall also run concurrent with that of the appointer. Please check the appropriate box below.

- | | |
|---|--|
| <input type="checkbox"/> Accommodation Tax Board | <input type="checkbox"/> Lewis Fire Protection District |
| <input type="checkbox"/> Ad-Hock Burnt House Cemetery | <input type="checkbox"/> Olde English District |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Parks and Recreation Board |
| <input type="checkbox"/> Assessment of Appeals Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Catawba Mental Health | <input type="checkbox"/> Radio Users Advisory Committee |
| <input type="checkbox"/> Catawba Regional Council of Government | <input type="checkbox"/> Richburg Fire District Commission |
| <input type="checkbox"/> Catawba Regional Workforce | <input type="checkbox"/> Rural Fire Commission |
| <input type="checkbox"/> Chester County Library | <input type="checkbox"/> Solid Waste Advisory Board |
| <input type="checkbox"/> Chester Metropolitan District | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Construction Board of Appeals | |
| <input type="checkbox"/> Fort Lawn Fire Protection District | |
| <input checked="" type="checkbox"/> Gateway Steering Committee | |
| <input type="checkbox"/> Hazel Pittman Center | |
| <input type="checkbox"/> John Keziah Park | |
| <input type="checkbox"/> Lando Rural Fire | |

From: Tripp Lunsford <[REDACTED].com>
Sent: Thursday, June 22, 2023 11:21:21 AM
To: Pwilson@ChesterCountySC.gov <Pwilson@ChesterCountySC.gov>
Subject: [EXTERNAL] Ralph E Lunsford III (Tripp)

Good Morning Mr. Wilson,

I am writing today to formally submit my resignation from the Chester County Parks and Recreation Advisory Board. It has been an honor and pleasure to serve our county in this capacity and I will forever pray for the growth and advancement of our hometown. We are relocating to Lake Lure, NC on July 30th, which will be my last day eligible and available for this appointment.

Sincerely,
Ralph E Lunsford III (Tripp)

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