

COUNTY OF NEWBERRY
Purchasing Office, 1309 College Street, Post Office Box 156, Newberry S.C. 29108
Ph: (803) 321-2100 / Fax: (803) 321-2102

BIDDERS SCHEDULE

BID NUMBER: 2019-11

DATE: June 24, 2019

OPENING DATE AND TIME: July 10, 2019 @ 3:00 p.m.

BID OPENING LOCATION:

Newberry County Court House Annex
Conference Room 1309 College Street
Newberry, SC 29108

PROCUREMENT:

Title searches for the Delinquent Tax Sale for approximately 108 properties.

*This solicitation will act as the contract for the project.

*By signing below, the signer has the authority to enter into an agreement with Newberry County and will be responsible for the fulfillment of the services stated in this solicitation.

BIDDER: _____ **SIGNATURE:** _____

Address: _____

Phone & Fax: _____

FEIN: _____

License Number: _____
(where applicable)

Amount of Bid (per parcel): \$ _____

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid is required unless otherwise specified.
2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the County at the time indicated in the bid document.
3. When specifications or descriptive papers are submitted with the bid, enter bidder's name thereon.
4. Submit your signed bid on the bidder's schedule provided. Show bid number on envelope as instructed and the bid name or description. Newberry County accepts no responsibility for unmarked or improperly marked envelopes.
5. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40 Code of Laws of South Carolina, 1976, as amended, (also known as the Freedom of Information Act). The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. Tie bids will be resolved in accordance with the provisions of the Newberry County Purchasing Ordinance.
8. A copy of the bidder's W-9 shall be included in the submission.
9. If there are addenda issued; receipt and acknowledgement will be made in writing to the County of Newberry.

GENERAL PROVISIONS

1. The County of Newberry reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the County.
2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.

3. **PROHIBITION OF GRATUITIES:** South Carolina law and the Newberry County Purchasing Ordinance prohibit the giving of anything of value in return for favors or other preferential treatment in the purchasing process. Bidders should govern themselves accordingly.
4. **BIDDERS QUALIFICATION:** Bidders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
5. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
6. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. Award may be made to one or a multiple of bidders, whichever deems to be in the best interest of the County, or unless otherwise stated on the bidder's schedule.
7. **WAIVER:** The County reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
8. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Purchasing Director on in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.
9. **REJECTION:** Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.
10. **RIGHT TO PROTEST:** Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Purchasing Director within ten (10) calendar days of the date of issuance of the Invitation to Bid or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, or contractor, who is aggrieved in connection with the

intended award or award of a contract shall protest in writing to the purchasing director within ten (10) calendar days of the bid opening date. Protests can only be made if the solicitation results in the provision of goods or services valued in an amount greater than \$15,000.00.

11. **PROTEST PROCEDURE:** A protest shall be in writing, submitted to the purchasing director, and shall set forth the specific grounds of the protest with enough particularity to give notice to the issues to be decided.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, the County reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting contractor will be considered until the assessed charge has been satisfied.

2. **NON-APPROPRIATION:** Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

3. **HOLD HARMLESS AND INSURANCE:** The bidder will not have to provide Comprehensive General Liability but shall provide evidence of coverage for Worker's Compensation Insurance and E and O (Errors and Omissions) or malpractice coverage in case something is overlooked or reported incorrectly by the successful bidder in providing abstractor information anticipated by the bid requirements. Amounts of coverage shall be adequate as determined by the Purchasing Director. The amount of E and O insurance shall be a minimum of \$300,000.00 and will be provided to the Purchasing Department prior to the vendor beginning the work for the County.

4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to Crystal Waldrop or Wendy Wise, Delinquent Tax Collector.

5. **FORCE MAJEURE:** Except as to County's payment obligations hereunder, if any default or delay occurs which prevents or materially impairs a party's performance and is due to a cause beyond the party's reasonable control, and provided that the default or delay is not caused by the fault of such party, including but not limited to an act of God, flood, fire, explosion, earthquake, casualty, accident, war, terrorism, revolution, civil commotion, blockade or embargo, injunction, law, proclamation, order, regulation or governmental demand, the affected party shall promptly notify the other party in writing of such cause and shall exercise diligent efforts to resume performance under this Agreement as soon as possible. Neither party will be liable to the other party for any loss or damage due to such cause.

6. **PUBLIC RELEASE:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County.

7. **QUALITY OF PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new, in first class condition, and without defect that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and shipping to the specified destination in Newberry County. No demonstration models shall be sold as new, without prior written permission of the County.

8. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

9. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

10. **DELIVERIES:** All deliveries shall be FOB Destination. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the County. Any claim for loss or damage shall be between the contractor and the carrier.

11. **APPROPRIATE S.C. SALES TAX** shall be included as a line item in the bid unless other wise noted in the request from the County. The rate for Newberry County is 7%.

13. **PAYMENT TERMS:** Payment will be made within thirty (30) days of acceptance of the completed order. The County does not pay in advance for any

item or service without prior permission from the Finance Director for Newberry County.

13. **BID BOND:** For each bid in excess of \$25,000.00 each bidder will submit with their bid a bond in the amount of 5% of the total price of the bid submitted. The bid bonds will be returned to the unsuccessful bidders once the county accepts the lowest most responsive bid. If the most responsive bidder fails to perform the responsibility of the bid within 10 days of the award, then the bid bond will be forfeited to the county as liquidated damages and the next lowest bidder will be awarded the bid. Bid bonds may be in the form of a surety, a cashier's check or an unconditional letter of credit in favor of Newberry County issued by a commercial bank in South Carolina.

14. **Compliance with The South Carolina Illegal Immigration Act:** By submitting an offer, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Bidder and any subcontractor or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Bidder and any subcontractors or sub-subcontractors. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both". Bidder agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontract to comply with the applicable requirements of Title 8, Chapter 14.

Specifications:

The County of Newberry is soliciting bids from licensed attorneys or qualified title abstractors to perform title searches for the Delinquent Tax Sale Properties. There are approximately 108 properties to be researched. In most cases, title searches will be for a minimum of twenty years preceding the last recorded date of an instrument transferring title. In order to comply with a recent Supreme Court ruling, qualified title abstractors will work under the supervision of the County Attorney, who will review the work performed and the reports submitted by the title abstractors, and if applicable, approve those title reports.

Specifications are as follows: Searches are to be for twenty (20) years. Copies of all plats referred to in the deeds of record within that time period, plus completed copies of those deeds or Estate transfers shall be included with each packet of researched information for each parcel. All copies need to have book and page numbers clearly marked on them. Search would include all out conveyances (including bonds for title), mortgages, federal and state tax liens, judgments, Lis Pendens, and UCC fixture filing statements and a clear copy of the Tax assessor's card. If a mobile home is on the property; it should be noted. For any judgments and liens, a copy is needed of the Order for Judgment or Lien. Probate files are needed if applicable.

The majority (3/4 of total) of the searches shall be completed by September 20, 2019 at 5:00 p.m. The complete list of delinquent parcels must be completed and submitted by September 27, 2019, close of business at 5:00 p.m., to the Delinquent Tax Collector.

Bidder(s) shall take note of the time deadlines stressed in the bid documents. Since the service to be provided constitutes an integral portion of the Delinquent Tax Collector's responsibilities in complying with statutory and other legal requirements strict compliance with those deadlines shall be maintained. Any bidder who cannot assure compliance should refrain from bidding. Review of references will include a review of timeliness in conjunction with all requirements. Any bidder who has been unable to comply with established deadlines may be determined as non-responsive and their bid not considered.