



ANDERSON COUNTY

Commercial Development of Red Zone Areas On Lake Hartwell

**Request for Proposals
#20-024**

October 2019

SECTION I
INFORMATION AND CONDITIONS
FOR PROPOSALS

WARNING:
READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME
AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF RECEIVED
FROM ANDERSON COUNTY.

BACKGROUND

It is the desire of Anderson County to create an atmosphere suitable for superior economic development and sustainable growth, which will in turn generate substantial capital investment, quality job creation, and facilitate the use of the county's resources to their highest and best purpose. Anderson County also recognizes that Lake Hartwell is one of its greatest resources and is seeking to help facilitate beneficial and environmentally sound development of Lake Hartwell shoreline properties located in Anderson County.

The United States Army Corp of Engineers (USACE), as part of its working relationship with the public and with local governments, can offer use, through lease agreements, of Lake Hartwell shoreline properties that it controls. USACE has designated certain of these shoreline properties as "Red Zone" areas. Anderson County (the "County") is considering seeking to lease selected USACE Lake Hartwell shoreline Red Zone areas shown on Addendum A attached hereto and incorporated herein by reference (the "Red Zone Areas"), for the purpose of assisting quality commercial development in these areas for specific projects. For this purpose, the County is seeking proposals from developers and/or investors (collectively the "Investors") who are considering use of any of the Red Zone Areas for commercial development projects. Based upon the quality and acceptability of the proposals, the County will seek to lease selected Red Zone Areas from USACE, and, after approval from USACE, subsequently sublease, through a sublease agreement, the selected properties to the Investor(s) selected by the County through this request for proposal process. Only proposed commercial projects of the highest quality, involving substantial capital investment and creation of quality jobs will be considered by the County. Exclusively residential development projects will not be considered by the County. The leasehold improvements to Red Zone Areas envisioned by this RFP will incur County user fees to be established by negotiation. Any such development shall be subject to all applicable County and USACE building fees, permits, rules, regulations, ordinances and laws.

The County is, therefore, seeking proposals, through this solicitation (the "Request for Proposal" or "RFP"), from Investors or groups of Investors that are interested in subleasing Red Zone Areas for development under a sublease agreement with the County. The successful Proposal(s), will be used by the County in negotiations with USACE in hopes that the County will be able to enter into a lease agreement with USACE to facilitate development of the proposed Project(s).

All Proposers hereby acknowledge their understanding that each Proposal must be approved by USACE and that the County cannot enter into any binding agreement for use of any Red Zone Area under any Proposal without prior USACE approval. The County in no way controls the decisions of USACE regarding approval of the proposed projects, nor does the County control the timing of USACE's review or approval of the Proposals. Any proposed agreements between the Proposers and the County are subject to revisions by USACE and must be approved in writing by USACE before execution by the County.

In order to provide information to Proposers regarding some of USACE's requirements, there is a form Sublease Agreement contained in Section IV herein (the "Sublease Agreement"). A detailed business plan for the use of and improvements to the selected Red Zone Areas and the operation(s) of the Project addressing the financial and functional components of the requirements contained herein, must be presented as part of the Proposal.

INSTRUCTIONS

1. Preparation of Proposal Form. The County invites your proposal (the "Proposal(s)") to this proposal package (the "Proposal Package") to be submitted at the time and place stated in the Notice Calling for Proposals (the "Notice"). Proposals shall be submitted on the prescribed Proposal Form (See Section III), which, along with all other documents in the Proposal Package, must be completed in full. All labor, material, equipment, overhead, direct costs, indirect costs and profit related to proposed Projects should be considered in the Proposals. All Proposal items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons shall be in long hand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the party making the Proposal.

2. Form and Delivery of Proposals. The Proposal must conform and be responsive to all requests in the Proposal documents and shall be made on the Proposal Form provided, and the complete Proposal, together with all additional materials required in the Proposal Package, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the Office of the Anderson County Purchasing Manager, Historic Courthouse, 101 South Main Street, Room 115, Anderson, South Carolina, 29624 and must be received on or before the time set forth in the Notice for the opening of Proposals. The envelope shall be plainly marked in the upper left hand corner with the party making the Proposal's name, the Project designation and the date and time for the opening of Proposals. It is the party making the Proposal's sole responsibility to ensure that its Proposal is received prior to the Proposal deadline. Any Proposal received after the scheduled closing time for receipt of Proposals shall be returned to the party making the Proposal unopened. At the time set forth in the Notice for the opening of Proposals, the sealed Proposals will be opened and publicly read aloud at the place indicated in the Notice.

3. Proposal Security. Each Proposal shall be accompanied by a Proposal security in the form a certified or cashier's check or Proposal bond in the amount of not less than five percent (5%) of the total Proposal price (aggregate user fees payable during the Sublease Term as defined in the

Sublease Agreement (see below) payable to the County and shall be given as a guarantee that the Party making the Proposal, if awarded the contract, will execute the Sublease Agreement, in substantially similar form to the Sublease Agreement, subject to changes and revisions required by the County and USACE, within ten (10) days after mailing of the Notice of Award of Contract and will furnish certificates evidencing that the required insurance is in effect in the amounts set forth in the Sublease Agreement. Notice of Award will not be sent out until USACE has approved the Project, the Lease Agreement to the County has been executed by USACE, and USACE has approved the form of Sublease Agreement to be executed by and between the Investor(s) and the County. In case of refusal or failure to timely execute the Sublease Agreement and furnish the required insurance certificates, the Proposal security shall be forfeited to the County.

4. Signature. The Proposal Form, all Information Required of Party making the Proposal, Workers Compensation Certificate, Drug Free Workplace Certification, Non-Collusion Affidavit, the Sublease Agreement when executed, and any and all Guarantees must be signed in the name of the party making the Proposal and must bear the signature of the person or persons duly authorized to sign these documents. If the party making the Proposal is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. In the event that the party making the Proposal is a joint venture, limited liability company or partnership, there shall be submitted with the Proposal a statement signed by authorized officers of each of the parties to the joint venture, limited liability company or partnership, naming the individual who shall be the agent of said entity, who shall sign all necessary documents for the entity and, should the entity be the successful party, who shall act in all matters relative to the Sublease Agreement for the joint venture, limited liability company or partnership. If the party making the Proposal is an individual, his/her signature shall be placed on all such documents.

5. Modifications. Changes in or additions to any of the documents contained in the Proposal Package, alternative proposals, or any other modifications, which are not specifically called for by the County, may result in the County's rejection of the Proposal as not being responsive. No oral or telephonic modification of any Proposal will be considered. Prior to the opening of Proposals, a written modification signed by the party making the Proposal postmarked and received by County prior to the opening of Proposals or a facsimile modification duly signed by the party making the Proposal received prior to the opening of Proposals may be considered by the County.

6. Erasures, Inconsistent or Illegible Proposals. The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by the signature(s) of the person(s) signing the Proposal. In the event of inconsistencies between words and figures in the Proposal, words shall control. In the event that County determines that any Proposal is unintelligible, illegible or ambiguous, the County may reject such Proposal as not being responsive.

7. Examination of Project Documents. At its own expense and prior to submitting its Proposal, each party making a Proposal shall examine all documents contained in the Proposal Package; familiarize itself with all USACE, Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses necessary for performance of the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment required; and correlate its observations, investigations, and determinations with all requirements of the Project. The County is not making any warranties regarding any information contained in the Proposal documents. The County shall not be liable for any loss sustained by the successful party resulting from any variance between any conditions given in the Proposal documents and the actual conditions discovered or which should have been discovered during the party making the Proposal's pre-Proposal examination or during the progress of the work. The party making the Proposal agrees that the submission of a Proposal shall be incontrovertible evidence that the said party has fully and adequately inspected and evaluated the Project and has complied with all the requirements of this paragraph.

8. Withdrawal of Proposals. Any Proposal may be withdrawn by written request, or by facsimile transmission confirmed in the manner specified above for Proposal modifications, at any time prior to the scheduled closing time for receipt of Proposals. The Proposal security for Proposals withdrawn prior to the scheduled closing time for receipt of Proposals, in accordance with this paragraph, shall be returned to the withdrawing Party making the Proposal. No Proposals may be withdrawn for a period of 365 days after Proposals are opened.

9. Interpretation of Proposal Documents. If any party making a Proposal is in doubt as to the true meaning of any part of the Proposal documents, or finds discrepancies in, or omissions from any requirements and specifications, a written request for an interpretation or correction thereof may be submitted to the County. The party submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Proposal documents will be made only by addendum duly issued by the County, and a copy of such addendum will be hand delivered or mailed or faxed to each party making a Proposal known to have received a Proposal Package. No person is authorized to make any oral modification of any provision in the Proposal documents, nor shall any oral modification be binding upon the County. If discrepancies in the requirements or specifications, or conflicts between requirements, specifications, terms or conditions exist, the interpretation of the County shall prevail. Any party making a Proposal shall become familiar with the Specifications and drawings (if any). SUBMISSION OF A PROPOSAL WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE PARTY MAKING THE PROPOSAL HAS DETERMINED THAT THE REQUIREMENTS AND SPECIFICATIONS ARE SUFFICIENT FOR MAKING A PROPOSAL AND COMPLETING THE PROJECT; THAT PARTY MAKING THE PROPOSAL IS CAPABLE OF COMPLETING THE PROJECT IN ACCORDANCE WITH THE REQUIREMENTS AND SPECIFICATIONS; THAT THE REQUIREMENTS AND SPECIFICATIONS FALL WITHIN AN ACCEPTABLE STANDARD FOR REQUIREMENTS AND SPECIFICATIONS; AND THAT PARTY MAKING THE PROPOSAL AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE COUNTY'S AND USACE'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULES TO BE SUBMITTED BY THE SUCCESSFUL PARTY MAKING THE PROPOSAL INCORPORATING USACE AND THE COUNTY'S

TIMELINES FOR COMPLETION OF THE PROJECT.

10. Party making the Proposals Interested in More Than One Proposal. No person, firm, company or corporation shall be allowed to make, or file, or be interested in more than one Proposal for the same Project unless alternate Proposals are specifically called for by the County. A person, firm, or corporation that has submitted a subproposal to a Party making the Proposal, or that has quoted prices of materials to a party making a Proposal, is not thereby disqualified from submitting a proposal or quoting prices to other parties making Proposals or submitting a Proposal on the project.

10. Award of Contract. The County reserves the right to reject any or all Proposals, or to waive any irregularities or informalities in any Proposals or in the Proposal process. If two identical Proposals are received from responsive and responsible parties making the Proposals, the County may elect to determine the successful Investor by following Section 2-634(i) of the County's Code of Ordinances. The award of the contract, if made by the County, may require action of the County Council. In the event an award of the contract is made to a party making the Proposal, and such party making the Proposal fails or refuses to execute the Sublease Agreement or fails to provide proof of insurance within ten (10) days after mailing of Notice of the Award of contract to the successful party making the Proposal, the County may award the contract to the next best responsive and responsible party making a Proposal or, at the discretion of the County, release all parties making the Proposals.

12. Alternatives. If alternate Proposals are called for, the contract may be awarded to the most responsive and responsible party making the Proposal on the base Proposal, or on the base Proposal and any alternate and any deductive or base Proposal and any combination of alternates and any deductives.

13. Listing Contractors and Sub-Contractors. Each party making a Proposal shall submit with its Proposal a list of any proposed contractors and sub-contractors, if any, it intends to use on the Project. If alternate Proposals are called for and the party making the Proposal intends to use different or additional contractors or sub-contractors, a separate list of said parties must be submitted for each such alternate Proposal.

14. Contractor's License. If, at the time of the execution of the Sublease Agreement, any Party making a Proposal has not identified a properly licensed contractor to perform the services required for this Project in accordance with state law, such Proposal shall be rejected as non-responsive. Any party making a Proposal without retaining a properly licensed contractor is subject to penalties under the law and the Sublease Agreement, if executed, shall be void.

15. Anti-Discrimination. It is the policy of the County that in connection with all services performed under County contracts, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, physical disability, mental disability, or medical condition. In addition, the successful party agrees to require like compliance by any authorized contractors, or sub-contractors employed on the work by the successful Investor(s).

16. Hold Harmless. The successful Investor(s), awarded a contract, shall indemnify and hold harmless the County, its council members, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, including, but not limited to, attorney's fees, of any nature whatsoever, which may be incurred by reason of:

(a)(1) death or bodily injury to person(s); (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Investor, its officers, agents, employees, contractors or sub-contractor's and their employees arising out of or in any way connected with the work called for in this Project, except for liability resulting from the sole active gross negligence or willful misconduct of the County.

(b) Any injury to or death of any person(s) or damage to, loss or theft of any property, arising out of, or in any way connected with, the work covered by this Project, whether said injury or damage occurs either on or off County property, except for liability resulting from the sole active gross negligence or willful misconduct of the County.

The Investor, at Investor's own expense, cost, and risk shall defend, at County's request, any and all actions, suits, or other proceedings that may be brought or instituted against the County, its officers, council members, agents or employees, on any such claim or liability, and shall pay or

satisfy any judgment that may be rendered against the County, its council members, officers, agents or employees in any action, suit or other proceedings as a result thereof.

17. Presumption of Surety Qualifications. All surety companies with a minimum rating of "A-VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858 and qualified to do business in South Carolina shall be presumed to be satisfactory to the County for the issuance of insurance and bonds.

18. Liquidated Damages. All work for completion of the Project must be completed within any time limits set forth in the Sublease Agreement. It is agreed that damages for the failure to complete the Project described herein within the time limits required are impossible to ascertain. Should the work not be completed within the specified time for completion, the Investor shall be liable for any liquidated damages, payable to the County, in the amounts set forth in the Sublease Agreement.

19. Non-Collusion Affidavit. In accordance with the provisions of Section 7106 of the Public Contract Code, each Proposal must be accompanied by a non-collusion affidavit, properly executed and notarized, a copy of which is attached hereto as Exhibit A.

20. Change Orders. The County's Purchasing Director, or his successor, is the only person that can approve, or get approval from County Council where required, on any change order request. Other charges greater than those locally available will not be allowed.

21. Factors for Award. Anderson County, through its Administrator and Purchasing Director, or their appointees, in conjunction with the Economic Development Office, shall evaluate each written proposal, determine whether oral discussions are necessary, then based on the content of the written proposal and oral discussion, select the firm best qualified for the Project(s) which is or are the most advantageous to the County, all factors considered including the following:

- a. Sublease Term, User Fees and Sublease Payments;
- b. Specifications and Project Design;
- c. Transportation and Traffic flow plan;
- d. Proposed time-frame;
- e. Impact on Lake Hartwell and benefits to the County;
- f. Reputation and experience of the Investor and its contractors; and
- g. Local preference (where applicable).

Any firm who has demonstrated poor performance during either a current or previous agreement with the County may be considered as an unqualified source and their proposal may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary. A portfolio of resumes must be included for all investors, project developers and principals, and all must consent to criminal and financial background checks.

Anderson County will give due consideration to the proposals submitted and reserves the right to choose the proposal which, in its judgment is best suited for the intended purposes.

22. Public Information and Sunshine Laws Request. The County will make available to the public, all public records of proposals, contracts, etc., at the Office of Purchasing, after award of the contract. Copies may be made in the Office of Purchasing of said public records at the cost of the requesting party.

23. Confidential Information and Trade Secrets. All proposals become a matter of public record at the time of the response openings. By submitting a response, any party making a Proposal specifically assumes any and all risks and liability associated with all information, including any marked confidential, in the response and the release of information. The County under no circumstances shall be liable to any party making a Proposal or any other party for the legally mandated disclosure of any information submitted by any party making a Proposal whether marked Trade Secret or otherwise. The County reserves the right not to consider proposals in which all, or portions, of the proposal are declared to be Trade Secrets or otherwise marked as confidential.

24. Equal Opportunity. All persons and business organizations will receive consideration for an award of a contract without regard to age, gender, race, religion, color, or national origin.

25. Costs for Proposal Preparation. Costs incurred in the preparation of the Proposal and subsequent demonstrations or any other activities related to the Proposal will be borne solely by the party making the Proposal. The rejection of any proposal in whole or in part will not render the County liable for any cost or damage of any party making a Proposal.

26. County's Right to Accept or Reject Proposal. The County reserves the right to accept or reject presentation of any or all of the proposals to USACE. The County reserves the right to accept or reject any or all quotes or parts thereof and to award the contract(s) as is determined to serve the County's best interest, subject to USACE approval. The County reserves the right to contract with other firms at its sole discretion, subject to USACE approval. The County reserves the sole right to decide whether a Proposal does or does not comply with the requirements of the proposal solicitation, and to accept, reject or negotiate modifications of Investors' proposals, subject to USACE approval.

27. Property of the County. The Investor's Proposal will become the property of the County and will not be returned. Any information disclosed to the County in the proposal solicitation and proposal process will be considered an integral part of the Proposal.

28. Evaluation Criteria. The County will review and evaluate proposals according to the factors listed above. The evaluation will consider the responses to the requirements and Specifications described herein as well as supplemental information derived from subsequent oral discussion if desired by the County.

BY EXECUTION HEREOF, the party making the Proposal acknowledges receipt and its understanding of the information and conditions contained hereinabove and agrees to be bound by same.

INVESTOR

Print Name of Corporation or Entity

By: _____
Print Name: _____
Its: _____

EXHIBIT A
NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY PARTY MAKING THE PROPOSAL AND SUBMITTED WITH PROPOSAL

STATE OF SOUTH CAROLINA)
)
 COUNTY OF ANDERSON)

PERSONALLY appeared before me _____, being first duly sworn, who deposes and states that he or she is _____ of _____, the party making the foregoing Proposal, that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, limited liability company or corporation; that the Proposal is genuine and not collusive or a sham; that the party making the Proposal has not directly or indirectly induced or solicited any other party making a Proposal to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any party making a Proposal or anyone else to put in a sham Proposal, or that anyone shall refrain from making a Proposal; that the party making the Proposal has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the party making the Proposal or any other party making a Proposal, or to fix any overhead, profit or cost element of the Proposal price, or of that of any other party making the Proposal, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the party making the Proposal has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

INVESTOR

 Print Name of Corporation

By:

 Print Name: _____
 Its: _____

SWORN to before me this _____ day
 of _____, 20____

 (L.S.)

NOTARY OF PUBLIC FOR _____
 My Commission Expires: _____
 (Attach Notary Seal)

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SECTION II

INFORMATION REQUIRED OF PARTY MAKING THE PROPOSAL

THIS SECTION MUST BE FULLY COMPLETED

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

1. Firm name and address:

2. Telephone No.: _____

3. Type of Entity: (check one) Individual _____ Partnership _____ Corporation _____
Limited Liability Company _____ Other _____

4. License No. (if any) _____

Class: _____

Name of license holder _____

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

If Yes, give name and license number: _____

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

_____	_____
_____	_____
_____	_____
_____	_____

7. Number of years experience in the industry: _____

8.. Has your firm or any of its principals defaulted so as to cause a loss to a surety?

Response must include information pertaining to principals' association outside of the firm. _____ If the answer is "Yes," give dates, names and address of surety and details.

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

10. Have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to a project during the past three (3) years? Response must include information pertaining to principals' association outside of the firm. _____ If Yes, provide name of public agency and details of the dispute. _____

11. Have you or any of your principals ever failed to complete a project in the last three (3) years? Response must include information pertaining to principals' association outside of the firm. _____ If so, give County's name and details: _____

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

13. Equipment/Material Source Information (IF APPLICABLE)

The name of the manufacturer of each piece of equipment, if applicable, that will be installed in this Project shall be set forth below. Only one manufacturer of each piece of

equipment shall be listed. The party making the Proposal agrees that in the event any listed manufacturer is not specifically named in the Proposal documents, it will, prior to award, submit complete information satisfactory to the County that such manufacturer's equipment complies with all requirements of the Proposal documents. If, in the opinion of the County, the listed manufacturer's equipment does not comply with the Proposal documents, the Proposal may be rejected unless, prior to award, the party making the Proposal agrees in writing to supply approved equipment without a change in the Proposal price.

Equipment/Material	Manufacturer
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

14. List of References - Projects of similar nature within the last three (3) years. County has discretion to require more than three (3) references.

1. Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Project: _____

Dates of commencement and
completion of Project: _____

Contract Amount: _____

2. Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Project: _____

Dates of commencement and
completion of Project: _____

Contract Amount: _____

3. Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

Describe the size, extent of customization and completion time for similar projects. _____

16. Investor Profile and Experience

The Investor profile should contain an overview of the Investor's organization and qualifications to provide the requested services. Be sure to include any relevant comparisons to the size, structure, timing, etc.

Place Profile Here:

Empty rectangular box for the investor profile.

In addition to this overview, detailed Investor profile information should be provided in **bold type** underneath each of the following questions:

a. Where is the nearest sales/support office to Anderson, SC?

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

c. How many employees are in your company? _____

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

Signature

Print Name

Title

SECTION III

**Commercial Development of Red Zone Areas
Of Lake Hartwell
In
Anderson County**

Name of Party making the Proposal: _____

To: Purchasing Manager for Anderson County

1. Pursuant to the Notice Calling for Proposals and the other Proposal documents contained in the Proposal package, the undersigned party making the Proposal, having become familiarized with the Sublease Agreement, provided in Section IV of the Proposal Package, and having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby proposes and agrees to be bound by all the terms and conditions of the Sublease Agreement, as amended to meet the requirements of the County and USACE and agrees to perform, within the time stipulated, the work to be performed hereunder:

Project: Commercial Development of Red Zone Area(s) of Lake Hartwell In Anderson County

Project No: 20-024

all in strict conformity with the Sublease Agreement, including all exhibits and Addenda to be attached thereto, contained in Section IV of the Proposal package, a copy of which shall be maintained at the office of the Purchasing Manager of County for the following Proposal items:

Proposed Sublease Payments and User Fees under the Sublease Agreement (Attach as Schedule A). The actual Sublease Payments and User Fees to be included in the Sublease Agreement will be determined by the County following USACE guidelines and approvals. The project proposal should describe a “user fee” formula appropriate to the level of development and fair to all parties. Determination and or calculation of “User Fee” annual amount will take into consideration the following factors:

- Scope and quality of the proposed project
- Jobs creation and job quality
- Revenues and profit margins of the proposed project
- Impact of “User Fee” on profit margins
- Market value of proposed project property

Attach the Concept Plan, the preliminary Development Plan, and the preliminary Plan of Operation, together with an estimate of the cost to construct each improvement. Include identification of the specific Red Zone Area(s) intended to

be used and all drawings for proposed Amenities and Facilities. (Attach as Schedule B.)

Attach a detailed Transportation, Parking and Traffic Flow Plan for use of the development as Schedule C.

Time for Completion of the development project construction after entering Sublease Agreement: _____Months.

Minimum Sublease Term acceptable to Proposer/Investor (not to exceed 50 years): _____ years.*

*County makes no promise that any requested Sublease term or renewal option will be acceptable to USACE

Each individual Proposal has been determined from reviewing the requirements and specifications and all other portions of the Proposal documents, and shall include all items necessary to complete the Project, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Sublease Agreement and to provide all bonds, insurance and submittals, pursuant to the requirements of the Proposal Package, including, but not limited to, the Sublease Agreement and all Proposal Documents, whether or not expressly listed or designated.

2. It is understood that the County reserves the right to reject this Proposal and that this Proposal shall remain open and not be withdrawn for the period specified in the Notice Calling for Proposals.
3. The required (5%) proposal security bond which shall be calculated using the aggregate proposed Sublease and Fee Payments from the Proposal is attached.
4. To the extent available at this time, a complete list(s) of proposed contractors and sub-contractors is attached hereto as Schedule E.
5. It is understood and agreed that if written notice of award of contract is mailed, transmitted by facsimile, or delivered to the party making the Proposal after the opening of the Proposal, and within the time this Proposal is required to remain open, or at any time thereafter before this Proposal is withdrawn, the party making the Proposal will execute and deliver to the County the Sublease Agreement, as amended to meet the requirements of County and USACE and provide any required payment and performance bond and certificates of insurance within ten days of mailing of said notice. The party making the Proposal further agrees that the work under the Sublease Agreement shall be commenced by the party making the Proposal, if awarded the contract, on or before the tenth (10th) day following receipt of County's Notice to Proceed, and shall be completed by the party making the Proposal in the time specified in the Sublease Agreement, if any.
6. Communications conveying acceptance of Proposal, requests for additional information or other correspondence should be addressed to the party making the Proposal at the address

stated below.

7. The name(s) of all persons interested in the Proposal as principals are as follows:

8. It is understood and agreed that should the party making the Proposal fail or refuse to return executed copies of the Sublease Agreement, Workers Compensation Certificate, and required insurance certificates, to the County within the time specified, the Proposal security shall be forfeited to the County.
9. The undersigned hereby warrants that the party making the Proposal has or shall contract with parties having all required licenses, if any, that such license(s) entitles the party making the Proposal to provide the work, that such license(s) will be in full force and effect throughout the duration of performance under the Sublease Agreement, and that any and all contractors and sub-contractors to be employed by the undersigned will have appropriate licenses.
10. The party making the Proposal hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the party making the Proposal shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the party making the Proposal's failure to comply strictly with the IRCA.
11. It is understood and agreed that if requested by the County, the party making the Proposal shall furnish a notarized financial statement, references, and other information required by the County sufficiently comprehensive to permit an appraisal of the party making the Proposal's ability to perform the contract.
12. Time is of the essence.
13. The undersigned warrants that the required Non-Collusion Affidavit has been properly executed, notarized and is attached.

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

(Name of Corporation)

By:

Print Name: _____

Its: _____

Date: _____

ATTEST:

Print Name: _____

Its: Secretary

SECTION IV

SUBLEASE AGREEMENT

SEE ATTACHED

SUBLEASE AGREEMENT

between

THE COUNTY OF ANDERSON

SOUTH CAROLINA

LEASE NO. _____

And

HARTWELL LAKE

This SUBLEASE AGREEMENT is made and entered into by and between **The County of Anderson, South Carolina** (hereinafter referred to as "LANDLORD") and _____ by and through _____, individually and as owners of _____ (hereinafter referred to as "TENANT") this _____ day of _____, 20__.

In consideration of the mutual covenants and agreements set forth in this SUBLEASE and for other good and valuable consideration, the receipt of which is hereby acknowledged, LANDLORD does hereby sublease to TENANT and TENANT does hereby sublease from LANDLORD the premises generally described as follows:

(DESCRIBE WHAT IS TO BE SUB-LEASED, AGREEMENT BETWEEN PARTIES, SPECIAL REQUIREMENTS, ETC.)

on Hartwell Lake, Anderson County, South Carolina (hereafter referred to as the "PREMISES").

1. **TERM:** The term of this SUBLEASE shall be _____
to _____, unless sooner terminated as provided for in this
SUBLEASE and in no case shall the SUBLEASE exceed the term of the Prime Lease
_____ (hereinafter referred to as "LEASE").

2. **RENT:** TENANT agrees to pay to the LANDLORD rental payments in the amount of _____ per year. Total gross receipts earned by TENANT upon the PREMISES will be reported to the LANDLORD on a monthly basis by the _____ day of each month. TENANT

agrees to assume and pay to LANDLORD any other fees or costs assessed by the Government and USER Fees assessed by LANDLORD, subject to approval by USACE.

3. **SUBLEASE:** TENANT accepts this SUBLEASE subject to all of the terms and conditions of a certain Lease Agreement, Supplemental Agreement, Extension or Modification of the Lease for the property described in the U.S. Army Corps of Engineers Lease No. _____, under which the LANDLORD holds the demised premises as Lessee. TENANT is hereby charged at all times with full knowledge of all the limitations and requirements of above said lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the USACE. TENANT covenants that it will do no act or thing which would constitute a violation of said Lease or any renewal, modification, or subsequent Lease the LANDLORD may have with the USACE.

4. **USE OF PREMISES:** TENANT shall use the Leased Premises to conduct business only and for no other purpose. TENANT shall not commit any waste nor create any nuisance on the Leased Premises and shall comply with all rules and regulations as established by the LANDLORD. TENANT shall comply with all applicable rules and regulations of governmental agencies concerning the TENANT'S use of the PREMISES. Hours of operation will be ____ a.m. to ____ p.m. on (whatever days) _____-(i.e. Saturdays, Sundays, and Holidays plus any special events and other times) as agreed upon in writing by the General Manager or their authorized representative of LANDLORD.

5. **MAINTENANCE:** TENANT shall at its sole expense maintain _____ (i.e. structure and surrounding area) and shall leave the Leased Premises in essentially the same condition as it was when delivered to the TENANT by the LANDLORD. TENANT shall pay _____ (i.e. all utility charges for electric, water, heat, gas, and telephone service used on the Leased Premises directly to the appropriate utility company/corporation.) TENANT shall pay (i.e. the pro-rata share of the cost of trash removal services from the Leased Premises relating to its operation.)

6. **INSURANCE:** TENANT shall maintain and pay all property and liability insurance and any other insurance necessary and prudent for normal operation of the TENANT's business, including but not limited to worker's compensation insurance. TENANT shall furnish the LANDLORD with a copy of a Certificate of Insurance with LANDLORD furnishing a copy to U.S. Army Corps of Engineers, Real Estate Division (ATTN: RE-RM), P. O. Box 889, Savannah, Georgia 31402 naming the LANDLORD as an additional named insured and having a policy limit of \$1,000,000.00 per claim and aggregate of \$2,000,000.00.

7. **INDEMNITY OF LANDLORD AND GOVERNMENT:** LANDLORD AND USACE shall not be liable to TENANT or to TENANT'S employees, agents, officers, directors, invitees, customers and/or visitors for any injury to persons or damage to property on or about the Premises caused by the negligence or misconduct of the TENANT or its employees, customers, invitees, or any other person arising out of the use of the Premises by the TENANT and TENANT agrees to indemnify and hold the LANDLORD AND USACE harmless from any claims or damages arising from such injury or damage.

8. **DEFAULT:** If TENANT shall allow any payment obligation under this SUBLEASE to be in arrears or be in default under any of the other terms or conditions set forth in this SUBLEASE for a period of more than fifteen (15) days after written notice of such delinquency, LANDLORD may without further notice to the TENANT terminate this SUBLEASE and re-enter and take possession of the Premises without being deemed guilty of trespass.

9. **ASSIGNMENT: TENANT** may not assign, sublet, transfer, or in any manner encumber this SUBLEASE without the prior written approval of the LANDLORD and written consent by the USACE.

10. **NOTICES:** All notices required hereunder must be given by certified or registered mail addressed to the proper party at the following addresses:

LANDLORD: _____

ATTN: _____

TENANT: _____

ATTN: _____

11. **ENTIRE AGREEMENT:** This SUBLEASE represents the entire agreement of the parties and no modification, amendment, or alteration of the terms of this agreement shall be binding unless in writing and duly executed by all the parties.

This SUBLEASE AGREEMENT is hereby executed this _____ day of _____, 20__.

TENANT:

By:

Title: _____

LANDLORD:

By: _____

Title: _____

This SUBLEASE AGREEMENT is hereby consented to this ____ day
of _____, 20 ____.

UNITED STATES ARMY CORPS OF ENGINEERS

By: _____

Title: _____