



COUNTY COUNCIL OF BEAUFORT COUNTY  
PURCHASING DEPARTMENT  
POST OFFICE DRAWER 1228 ♦ BEAUFORT, SOUTH CAROLINA 29901-1228  
TELEPHONE: (843) 255-2304 FAX: (843) 255-9437

**PROPOSAL NOTICE NO. RFP 052820**

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**CLOSING DATE AND TIME: May 28, 2020, 3:00 pm**

**PROPOSAL TITLE: RFP for Rural and Critical Land Preservation Program Consulting Services**

You are invited to submit proposals in accordance with the requirements of this solicitation which are contained herein.

**There will be a Pre-Proposal meeting on May 14, 2020 at 2:00pm at the Finance conference room located at 106 Industrial Village Road, Building #2, Beaufort, SC 29906. All vendors are encouraged to attend.**

In order for your proposal to be considered, it must be submitted to the Purchasing Office no later than the date and time as listed above, at which time respondents to this request will be recorded in the presence of one or more witnesses. Proposals received by the Purchasing Office after the time specified will be returned to the offeror unopened. Due to the possibility of negotiation with all offerors, the identity of any offeror or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

The proposals must be signed by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of proposals. **Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on page 1 of this RFP document.**

All submittals (see Part VII, Submission Requirements) received in response to this Request for Proposals will be rated by County Selection Committee, based upon the Evaluation Criteria as listed in Part IV. If the best offeror is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified offerors, or to cancel in part or in its entirety this proposal, if it is in the best interests of the County to do so.

BEAUFORT COUNTY  
"Original Signed"

David L. Thomas, CPPO  
Purchasing Director  
(843) 255-2304

## PART I

### **GENERAL INFORMATION**

- 1 .Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
2. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
4. **One clearly identified original of your proposal is required and must be received no later than 3:00 pm on May 28, 2020. Any proposals received after the scheduled deadline will be immediately disqualified and returned to the submitting firm. Qualification statements should be limited to 30 pages (do not count transmittal letter, or table of contents) interested consultants should submit proposals through Vendor Registry.**
5. **This Request for Proposals shall in no manner be construed as a commitment on the part of Beaufort County to award or enter into an agreement with any proposer.** Beaufort County reserves the right to waive any irregularities in any proposal, to reject any or all proposals, to request additional information or ask for clarifications from any offeror, to solicit new proposals, or to accept any proposal or no proposal at all which in the sole opinion of the County is deemed to be in the County's best interest.
6. **Request for information/questions regarding this Request for Proposals should be submitted in writing and as directed to below.** Any needed responses to written questions shall be distributed via [the](#) County website in the form of an addendum to this solicitation. All addenda issued by Beaufort County must be acknowledged in writing by the proposer. **It shall be the Offeror's responsibility to ensure he/she has all addenda which have been issued by visiting the County's website at [www.bcgov.net](http://www.bcgov.net).**
7. **Submit questions to:** Dave Thomas, CPPO, Purchasing Director, Beaufort County, PO Drawer 1228, Beaufort, SC 29901-1228 or [dthomas@bcgov.net](mailto:dthomas@bcgov.net). **The last day for questions is no later than 5:00 p.m., May 19, 2020.**

Note: You may E-Mail Dave Thomas at [dthomas@bcgov.net](mailto:dthomas@bcgov.net) or go to the County website and click on the bid section and select the bid for questions and send it through Vendor Registry.

Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Request for Proposal.
8. **In order to do business with the Beaufort County, vendors must register with Purchasing through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.**

To register with the County go to [www.bcgov.net](http://www.bcgov.net) and go to the Purchasing Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

## IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on page 1 of this RFP document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason;
  - All requested information and forms MUST be uploaded as one file if possible. Each submission must be inclusive of all forms. If necessary to have more than one upload, pricing and signed acknowledgements, etc., are to be in the first upload and the MSDS should be in the second, with each titled accordingly. If you have a problem with your upload, you may contact Vendor Registry at **844-802-9202** or [cservice@vendorregistry.com](mailto:cservice@vendorregistry.com).
9. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

## PART I

### **GENERAL INFORMATION**

1. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
2. Qualifications must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the qualification statement.
3. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
4. **One clearly identified original of your proposal is required and must be received no later than 3:00 pm on May 28, 2020. Any proposals received after the scheduled deadline will be immediately disqualified and returned to the submitting firm. Qualification statements should be limited to 30 pages (do not count transmittal letter or table of contents) interested consultants should submit proposals through Vendor Registry.**
5. Qualifications will be received by the Purchasing Department until 3:00 p.m. on the closing date shown.
6. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County

employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore.

## PART II

### INTRODUCTION

It is the intent of Beaufort County to solicit qualifications for Rural and Critical Land Preservation Program Consulting Services. The Beaufort County Rural and Critical Land Preservation Program (“Program”) is a tax-payer bond funded land acquisition program administered by the Beaufort County Planning and Zoning Department. The purpose of the Program is to provide a means by which rural and critical lands may be protected and enhanced as economic and environmental resources of major importance. The scope of work and qualifications sections address the specific technical requirements and intent of this contract.

The contract term will be for 12 months estimated to begin July 1, 2020 through June 30, 2021. There may be an opportunity to extend the contract for four (4) additional 12 month terms depending on annual staff review of consultant’s performance and funding availability. Any potential extensions will be determined during the County’s budget process.

## PART III

### SCOPE OF WORK

In accordance with the Rural and Critical Land Preservation Ordinance (26-26 to 26-49 (2019/48)), Land Preservation Bond Referendum, the Beaufort County Comprehensive Plan, and Beaufort County policies and priorities, the consultant shall provide staff support and assistance with the purchase of fee simple and/or development rights pursuant to the Program ordinance.

The consultant will utilize its experience and contacts in real estate, negotiations, natural resource preservation, and other expertise to assist Beaufort County staff in planning and coordinating with other organizations to implement the Program.

The Scope of Work shall address the following:

1. Provide Beaufort County staff support and advice to the Beaufort County Rural and Critical Land Preservation Board (“Board”) to assist with implementing the Program, assist with reviewing acquisition applications, reviewing and assessing properties for preservation, and developing and proactively pursuing priority preservation property acquisitions.

2. Coordinate real estate and land acquisitions between property owners, Beaufort County staff, appraisers, surveyors, and other contracted consultants.
3. Coordinate with Beaufort County staff with reviewing and analyzing appraisals, surveys, and other due diligence materials.
4. Negotiates acquisition of fee simple and/or development rights with property owners and obtains properly executed agreements.
5. Identifies environmental considerations and assessments of proposed acquisitions.
6. Prepares appropriate reports and presentations. Presents findings and recommendations to Beaufort County staff, the Board, County committees, and County Council.
7. Assist with the development of an inventory and map of priority acquisitions in the form of a Greenprint.
8. Maintain complete and accurate records of property, financial accounting, and non- financial accounting performed under this contract.
9. Build strategic partnerships with local, state, regional, and national organizations to enhance the use of the Rural and Critical Lands Program funds; thus, leveraging the funds to deliver a greater return on investment.
10. Attend all Board meetings, and any relevant County Council and committee meetings as requested by Beaufort County staff.
11. Maintain confidentiality with all land transactions.

## **QUALIFICATIONS**

The consultant shall demonstrate the following preferred Qualifications:

1. A Bachelor degree from an accredited college or university with major course work in business administration, public administration, or related field; and three years of experience in public contact work in real estate development which includes land acquisition experience and a basic understanding of title searches and legal descriptions.
2. Valid South Carolina driver's license.
3. Valid State of South Carolina real estate and broker licenses desirable.
4. Knowledge of conservation easements, tax issues and implications, and property purchase procedures and deed research.
5. Knowledge of legal and administrative laws and regulations governing acquisition of land.
6. Strong project management and organizational skills to plan, prioritize, multi-task, and independently execute tasks within specific deadlines while maintaining flexibility.
7. Knowledge of County organizational structure preferred.
8. Skilled in the art of negotiation.
9. Excellent written and oral communication skills as demonstrated by the ability to articulate complex information and issues clearly and concisely.
10. Strong interpersonal skills as demonstrated by the ability to interact collaboratively and productively and to build effective relationships.
11. Excellent analytical and research skills as demonstrated by the ability to collect, develop, assess, and blend information from a wide variety of sources.
12. Strong critical and creative thinking skills to assess and resolve problems or issues using consistent judgement.
13. Ability to work under high stress levels, with frequent interruptions and tight and often changing deadlines.
14. Demonstrate intermediate level knowledge of personal computers and software.

Proposed Submission Schedule

RFP Advertisement Date: April 23, 2010.

RFP Closing Deadline: May 28, 2020, 3:00 p.m.

Recommendation of Award to Natural Resource Committee: (Meeting date TBD)

Recommendation of Award to Full Council: (TBD)

PART IV

**EVALUATION CRITERIA**

EVALUATOR: \_\_\_\_\_ DATE: \_\_\_\_\_

RFP#: \_\_\_\_\_ TITLE: \_\_\_\_\_

OFFEROR: \_\_\_\_\_

	<u>POINT RANGE</u>	<u>POINTS ASSIGNED</u>
1.0 Capability to perform all aspects of the project.	<u>0-20 Points</u>	_____
2.0 A minimum of 5 years experience related to the scope of work and qualifications. The Consultant should include examples of comparable work with an emphasis on conservation projects. The County may check referenced projects.	<u>0-15 Points</u>	_____
3.0 Professional background, caliber and expertise of key personnel, including sub-consultants or outside consultants to be assigned to the proposed work. This is to include the name and resume of the project manager, along with his/her percentage of time to be devoted to the project.	<u>0-15 Points</u>	_____
4.0 The Consultants proposed approach and work philosophy to provide the services and how the services will be accomplished in an economical and timely manner.	<u>0-10 Points</u>	_____

5.0	Cost effectiveness and reasonableness of offeror's proposed fee.	<u>0-25</u> Points	_____
6.0	Demonstrated successful experience by all members of the Project Team on related projects. Include short resumes and project descriptions.	<u>0-15</u> Points	_____
	TOTAL POINTS:	<u>100 Points</u>	_____ _____
		_____	_____



PART V

**CONTRACTUAL REQUIREMENTS**

- 1.0 **EXCUSABLE DELAY**: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- 2.0 **S.C. LAW CLAUSE**: Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed proposal the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, 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 State or local government.
- 3.0 **OFFEROR'S QUALIFICATIONS**: Offeror 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 this proposal. The Purchasing Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 4.0 **OFFEROR RESPONSIBILITY**: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.
- 5.0 **AFFIRMATIVE ACTION**: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees,

without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.

6.0 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.

7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.

8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

9.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.

10.0 BUSINESS LICENSE: In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III, Sec. 18-50*. - License required; as enacted November 22, 1999, and amended 2010/13, 8-23-2010 Every person engaged or intending to engage in any calling, business, occupation or profession whether listed in the rate classification index or not, shall register the business and make application for a business license and will be required to pay an annual license tax and obtain a business license as provided in this article. A new business shall be required to have a business license prior to operation within the county.

The ordinance referenced is available on the Beaufort County website at [www.bcgov.net](http://www.bcgov.net) or by calling the Business License Director at (843) 255-2270 for a list of schedules.

11.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.

- 120 INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at his expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation naming Beaufort County as an additional insured on the liability coverage. If not otherwise specified, the minimum coverage shall be as follows:
- 121 Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
- 122 Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
- 123 Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
- 124 Umbrella Liability Insurance – Required at \$3,000,000 limit per occurrence.
- 125 The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
- 126 The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
- 127 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

13.0 INDEMNITY: The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

14.0 TERMINATION FOR DEFAULT:

14.1 The performance of Work under the Agreement may be terminated by the Purchasing Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

14.2 The Purchasing Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

15.0 TERMINATION FOR CONVENIENCE: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, and adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

## PART VI

### **SPECIAL INSTRUCTIONS**

- 1.0 **INTENT TO PERFORM**: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Purchasing Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the proposal opening date. A review of such notifications will be made.
- 2.0 **RECEIPT OF PROPOSAL/RFP**: Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal opening will be void, regardless of when they were mailed.
- 3.0 **PREPARATION OF PROPOSAL/RFP**
  - 3.1 All proposals should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the proposal.
  - 3.2 Proposals/RFPs should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
  - 3.3 Each copy of the proposal/RFP should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
  - 3.4 If your proposal/RFP includes any comment over and above the specific information requested in our Request for Proposal (RFP), you are to include this information as a separate appendix to your proposal.
- 4.0 **AMENDMENTS**: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Proposal. The County shall not be legally bound by an amendment or interpretation that is not in writing.
- 5.0 **ADDITIONAL INFORMATION**: Offerors requiring additional information may submit their questions, in writing to the Purchasing Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
- 6.0 **ORAL PRESENTATION/DISCUSSIONS**: Any offeror or all offerors may be

requested to make an oral presentation of their proposal to the County, after the proposal opening. 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 requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers.

The purpose of these presentations/discussions will be to:

- 6.1 Determine in greater detail such offeror's qualifications.
- 6.2 Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
- 6.3 Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
- 6.4 Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.

7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal/qualifications is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals/qualifications received, and in all cases the County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential

information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as “Confidential” each part of their proposal, which they consider to contain proprietary information.

10.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.

11.0 ALTERNATES: Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.

12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or proposal therefore.

13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.

#### 14.0 PROTEST PROCEDURES

14.1 Right to Protest: Any actual or prospective bidder, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

14.2 Authority to Resolve Protest: The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.

14.2 Decision: If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,

14.2.1 State the reasons for the action taken; and

14.2.2 Inform the protestant of its right to administrative review as provided in this Section.

14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

14.41 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.

14.42 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

15.0 Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

**State whether or not your company has been involved in any litigation within the past five (5) years, arising out of your performance. Circle Yes or No. If you answer yes, explain fully if it has been involved in any litigation involving performance.**



## PART VII

### **SUBMISSION REQUIREMENTS**

To achieve a uniform review process and allow for adequate comparability, the proposals/RFP must be organized in the manner specified below:

- 1.0 Letter of Transmittal - limit to four printed pages.
  - 1.1 Briefly state your firm's understanding of the work to be done, and make positive commitment to perform the work.
  - 1.2 Identify your firm's principal strengths.
  - 1.3 Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers.

State whether or not your firm has been involved in any litigation within the past five (5) years, arising out of your performance. Explain fully if it has been involved in any litigation.

- 1.4 Indicate the number and dates of amendments that you have received.

#### 2.0 Report on the Firm

This report shall include the following:

- 2.1 History of the Firm – its corporate structure, years in business, current financial condition, and any other pertinent information.
- 2.2 Statement of Qualifications – demonstrating the firm's technical expertise, knowledge, and experience of the scope of work and qualifications as advertised.
- 2.3 Education, Training, and Experience of Assigned Professional Staff – related to similar projects and activities as defined in the scope of work and qualifications as advertised.
- 2.4 Availability of Assigned Staff – assurance that those assigned will have adequate time to perform the necessary functions as required for this project as well as providing current and expected workloads.

#### 3.0 Project Approach

This section should include a description of the project organization and management methods that will be utilized to complete the contracted services outlined in the Scope of Work. The information should include schedule controls, tasks related to local timeframe needs (e.g. timing with Committee and County Council meetings, the County budget process, and other management considerations), important state and federal funding/decision-making schedules, and any other appropriate considerations that would ensure successful completion of the state objectives specifically related to the program ordinance and County comprehensive Plan. Contract manager and key personnel must be identified. Office location for key personnel (and subcontractors, if applicable) must be identified.

Firms shall describe their data management and cost tracking capabilities.

4.0 References

Firms shall provide a list of at least four (4) verifiable clients for whom similar work was or will be completed. Information shall include: project title and location, client name, address, phone number and contact, performance period, scope of work, and approximate fees.

5.0 Timetable

Firms shall provide a typical timetable for completion of all work described in the Scope of Work.

Miscellaneous

Firms may submit any additional information that may assist the County in its evaluation.

**COUNTY COUNCIL OF BEAUFORT COUNTY**  
**Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants**



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

**In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.**

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

**Beaufort County Compliance Department**  
**Post Office Drawer 1228 · Beaufort, SC 29901-1228**  
**843.255.2354 Telephone · 843.255.9437 facsimile · E-mail: [compliance@bcgov.net](mailto:compliance@bcgov.net)**

RFP NO. \_\_\_\_\_

EXHIBIT   A  

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### **CERTIFICATION**

The undersigned \_\_\_\_\_, having carefully examined the information  
(Name of Offeror)  
contained in the Beaufort County RFP Number # \_\_\_\_\_ dated \_\_\_\_\_, 2020,  
proposes to provide Consulting services to Beaufort County Government, as outlined in  
this proposal:

In compliance with the Request for Proposal # \_\_\_\_\_, and subject to all conditions  
thereof, the undersigned agrees:

- ( a ) This quote, as stated, is open for acceptance for a period of 90 calendar days from the date of opening; and
- ( b ) To furnish all labor, materials, and equipment necessary and incidental to perform the subject services.

### **CONTRACTOR**

HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY GRANT OR CONTRACT WITHIN ANY GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

YES                      NO                      (IF "YES" GIVE NAME, ADDRESS, AND TELEPHONE NUMBER OF REVIEWING OFFICE.)



RFP NO. \_\_\_\_\_

EXHIBIT   A  

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IS YOUR FIRM:	1.	SOLE PROPRIETORSHIP	_____ YES	_____ NO
	2.	PARTNERSHIP	_____ YES	_____ NO
	3.	CORPORATION	_____ YES	_____ NO

IF COMPANY IS A SOLE PROPRIETORSHIP, LIST THE OWNER'S FULL LEGAL NAME:

IF COMPANY IS A PARTNERSHIP, LIST THE PARTNERS' FULL LEGAL NAMES:

IF COMPANY IS A CORPORATION, LIST THE FULL LEGAL NAME, AS LISTED ON THE CORPORATE CHARTER:

IS THIS FIRM A MINORITY, OR WOMAN-OWNED BUSINESS ENTERPRISE?

\_\_\_\_\_ YES \_\_\_\_\_ NO      IF YES, SPECIFY: \_\_\_\_\_ MBE      \_\_\_\_\_ WBE

HAS THIS FIRM BEEN CERTIFIED AS A MINORITY/WOMAN-OWNED BUSINESS ENTERPRISE BY ANY GOVERNMENTAL AGENCY? \_\_\_\_\_ YES \_\_\_\_\_ NO

IF YES, SPECIFY GOVERNMENTAL AGENCY: \_\_\_\_\_

DATE OF CERTIFICATION: \_\_\_\_\_