



## Beaufort County

Purchasing Department

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# Request for Qualifications (RFQ)

Engineering and Consulting Services for Stormwater Engineering Services for  
Beaufort County

ISSUED DATE: May 23, 2020

RFQ DUE DATE/TIME: June 30, 2020, 3:00 p.m.

RFQ NUMBER: RFQ 063020

SUBMIT SOQ TO: Purchasing Department  
106 Industrial Village Road, Building #2  
Beaufort, SC 29906-4291

*Requests for information regarding this RFQ solicitation should be directed to the Purchasing Department by calling 843-255-2304 or by emailing Dave Thomas at [dthomas@bcgov.net](mailto:dthomas@bcgov.net).*



COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**  
106 Industrial Village Road, Bldg 2 Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

David L. Thomas, Purchasing Director  
[dthomas@bcgov.net](mailto:dthomas@bcgov.net) 843.255.2304

RFQ NOTICE NO. 063020 Page 2 of 33  
CLOSING DATE AND TIME: June 30, 2020, at 3:00 p.m. EST  
PROPOSAL TITLE: Stormwater Consulting Services for Beaufort County

You are invited to submit a RFQ/Statement of Qualification (SOQ) in accordance with the requirements of this solicitation which are contained herein.

In order for your RFQ to be considered, it must be submitted to the Purchasing Department no later than June 30, 2020, 3:00 p.m., at which time respondents to this request will be recorded in the presence of one or more witnesses. RFQs received by the Purchasing Department after the time specified will be returned to the Consultant unopened. Due to the possibility of negotiation with all Consultants, the identity of any Consultant or the contents of any RFQ/ SOQ shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

The RFQ/SOQ must be signed by an official authorized to bind the Consultant, 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 RFQ/SOQ. **RFQ/SOQ must be submitted through Vendor Registry by going to the County Website at [www.bcgov.net](http://www.bcgov.net) and register as a vendor. There is no cost to register your company. This will allow you to submit your RFQ electronically.**

All submittals (see Part VII, Submission Requirements) received in response to this Request for Qualifications will be rated by a Selection Committee, based upon the Award Criteria as listed in Part VIII. If the best Consultant 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 RFQ/SOQ, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all RFQ/SOQ received as a result of this request, to negotiate with all qualified Consultants, or to cancel in part or in its entirety this solicitation, if it is in the best interests of the County to do so.

“Original Signed”

Dave Thomas  
Purchasing Director  
(843) 255-2304

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## **SECTION I**

### **PREFACE**

Beaufort County has a long history of addressing stormwater management and water quality issues including the creation of the Clean Water Task Force in 1996, the development of the Stormwater Management Plan of 2006, and becoming a regulated Municipal Separate Storm Sewer System (MS4) under the Phase II NPDES permit in 2015. Beaufort County has unique hydrological characteristics that make water quality management challenging. However, these same characteristics (i.e. uplands, freshwater wetlands, tidal creeks and rivers, marshes, estuaries, shellfish beds, harbors, and the Atlantic Ocean), are what make water quality so important to the County and the municipalities within it.

One of the biggest water quality concerns for the County is bacteria levels in the receiving waterbodies. Excessive levels of bacteria can result in shellfish harvesting closures, as well as illness and infections through recreational contact. In addition to these health concerns, as a regulated MS4, Beaufort County must comply with regulations to ensure that stormwater runoff, erosion and sediment control, and water quality meet federal and state requirements. The County seeks qualifications from consultants to provide various stormwater management engineering services related to NPDES permit compliance and the Beaufort County stormwater management strategy.

## **SECTION II**

### **INTENT AND SCOPE OF SERVICES**

Engineering and consulting services are requested to assist the County in improving water quality and maintaining compliance with NPDES permit requirements and well as any other federal, state, and local regulations related to stormwater management. These services include, but are not limited to:

- Assist with overall comprehensive Stormwater Management Program as requested
- Assist with Phase II general permit renewal (attend meetings with SCDHEC, review permit drafts and comment, negotiating the terms of the permit, etc.)
- Conduct an evaluation of the stormwater program as it relates to County goals and NPDES permit compliance and provide recommendations to strengthen it.
- Assist County staff with public education and outreach
- Conduct outfall and system inventory
- Review and revise IDDE program
- Incorporate revisions to Construction Site Stormwater Runoff Control program in accordance with the new SC Construction General Permit
- Review and revise Post Construction program
- Review and revise Good Housekeeping program including the development of Pollution Prevention Plans for County and industrial facilities
- Develop and implement County staff training programs related to stormwater program elements
- Develop TMDL implementation plan
- Water Quality Modeling
- Model and design water quality retrofit projects
- Provide hydraulic and hydrologic modeling for floodplain studies

- Assist the County with its FEMA Community Rating System program
- Assist with asset management program
- Utilizing GIS within stormwater management program
- Provide geospatial services related to stormwater management
- Evaluate options for alternative funding and assist with grant and loan applications
- Prepare MS4 permit bi-annual reports
- Conduct third party review of land disturbance permit applications and associated plans and computations to ensure compliance with County Ordinance and BMP Manual

## **SECTION III**

### **CONDITIONS SPECIFIC TO THIS RFQ/CONTRACT AND TERM**

#### CONDITIONS SPECIFIC TO THIS RFQ

The Contract between the County and Consultant will be on the basis of an hourly rate plus expenses with a Contract maximum not to exceed fee. The Consultant will be required to assume sole responsibility for the complete effort as required by this RFQ. In the event of subcontracts, Beaufort County will consider the Consultant to be the sole point of contact with regard to contractual matters.

#### CONTRACT TERM

The term of this contract shall be negotiated and based on the length of the project. The Consultant must maintain the insurance coverages required by the County while this contract is in force, and shall provide documentation of such insurance in a form satisfactory to the County when required.

**[The performance period will be as specified unless Beaufort County elects to accept a longer period of performance based on justifications submitted by responsive Consultants. Approval of a performance period beyond the date specified will be in accordance with the Beaufort County Procurement Code and Regulations.]**

## **SECTION IV**

### **CALENDAR OF EVENTS**

#### **EVENT**

Issue Request for Qualifications  
Deadline for Questions  
Deadline for Addendum issuance (as needed)  
All RFQ/SOQ Due  
Evaluation of RFQ/SOQ  
Oral Presentation(s) to Selection Committee  
Notification with Intent to Award / Contract Negotiation  
Recommendation to Stormwater Utility Board  
Recommend Award to Natural Resources Committee

#### **Date**

May 23, 2020  
June 20, 2020  
June 25, 2020  
June 30, 3:00 p.m. 2020  
TBD  
TBD  
TBD  
TBD  
TBD  
TBD

Recommendation of Award to County Council  
Notice to Proceed

TBD  
TBD

## SECTION V

### GENERAL TERMS AND CONDITIONS/SPECIAL INSTRUCTIONS

#### GENERAL TERMS AND CONDITIONS

- 1.0 FORCE MAJURE: The Consultant 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 Consultant. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments 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 Consultant. If the failure to perform is caused by the default of a sub-consultant, and if such default arises out of causes beyond the control of both the Consultant and sub-consultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the sub-consultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required delivery schedule.
  
- 2.0 GOVERNING LAW: Consultant consents to be governed by Section 11-35-4230 of the South Carolina Code of Laws and agrees that Section 11-35-4230 applies to and governs the Agreement. Consultant waives any objection it may have now or hereafter to the administrative process required by Section 11-35-4230. To the extent that Section 11-35-4230, by its own terms, does not govern a claim or controversy arising out of or relating to the Agreement, Consultant agrees that any suit, action or proceeding arising out of or relating to the Agreement shall be instituted and maintained only in a state or federal court located in Beaufort County, State of South Carolina. Notwithstanding any other agreement between Consultant and the State, the Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, and any suit, action or proceeding arising out of or relating to the Agreement shall be governed by the laws of the State of South Carolina. Consultant agrees that any act by the State regarding the Agreement is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with Consultant pursuant to the Agreement and the South Carolina Budget & Control Board.
  
- 3.0 CONSULTANT'S QUALIFICATION: Consultant must, upon request of Beaufort County, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The County reserves the right to make the final determination as to the Consultant's ability to

provide the services requested herein.

- 4.0 CONSULTANT RESPONSIBILITY: Each Consultant 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 a Consultant 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 Consultant 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, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.
- 6.0 TERMINATION: Subject to the Provisions below, any contract resulting from this proposal may be terminated by Beaufort County provided a thirty (30) days advance notice in writing is given to the Consultant.
  - 6.1. Non-Appropriations: Funds for this contract are payable from State and/or Federal and/or Beaufort County appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to Beaufort County.
  - 6.2. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of Beaufort County without the required thirty (30) days advance written notice, then Beaufort County shall negotiate reasonable termination costs, if applicable.
  - 6.3. Cause: Termination by Beaufort County for cause, default or negligence on the part of the Consultant shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.
    - a. Default: In case of default on Consultant, Beaufort County reserves the right to purchase any or all items/services in default in open market, charging Consultant with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONSULTANT WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
- 7.0 PRIME CONSULTANT RESPONSIBILITIES: The Consultant will be required to assume sole responsibility for the complete effort as required by this RFQ. In the event of subcontracts, Beaufort County will consider the Consultant to be the sole



point of contact with regard to contractual matters.

- 8.0 SUBCONSULTING: If any part of the work covered by this RFQ is to be subcontracted, the Consultant shall identify the subcontracting organization and the contractual arrangements made therewith. All sub-consultants must be approved by Beaufort County. The successful Consultant will also furnish the corporate or company name and the names of the officers of any sub-consultants engaged by the Consultant. Please include names of key personnel and resumes of all sub-consultants in the SOQ.
- 9.0 OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for Beaufort County pursuant to this contract shall belong exclusively to Beaufort County.
- 10.0 LEGAL OR CONSULTANT SERVICES: If this contract is for legal or consultant services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of South Carolina as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which requires completion of all services. The Provisions shall further require that in the event all services are not fully rendered as provided for in the contract, any Monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve (12) percent penalty".
- 11.0 INDEMNIFICATION: Beaufort County, its officers, agents and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the Consultant's proposal.
- 12.0 COMPLIANCE WITH FEDERAL REQUIREMENTS: State or Federal requirements that are more restrictive shall be followed.
- 13.0 CONTRACT FORMAT: When applicable, the Consultant shall also be required to abide by all the covenants, conditions, responsibilities, terms and stipulations as set forth in the contract format (attachment and accompanying schedules). Said contract format is subject to change prior to final execution of any contract which is awarded subsequent to this Request for Qualifications.
- 14.0 DRUG-FREE WORKPLACE: (Note: This clause applies to any resultant contract of \$50,000 or more). The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act. (See Section 44-107-30). This will certify to the using agency your compliance.
- 15.0 PURCHASING LIABILITY: The Purchasing Department of Beaufort County is

acting under the authority given to it in the Consolidated Procurement Code to procure contracts on behalf of governmental agencies and acts only as their agent in this respect. The resulting contract is between the agency and the successful Consultant and the Purchasing Department bears no liability for any damages that any party may incur in the execution or enforcement of the contract.

- 16.0 CONTRACT AMENDMENTS: Amendments to any contract between the agency and the Consultant must be reviewed and approved by the Purchasing Department.
- 17.0 ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Purchasing Department.
- 18.0 RECORDS RETENTION & RIGHT TO AUDIT: The County shall have the right to audit the books and records of the Consultant as they pertain to this contract, both independent of, and pursuant to, S.C. Code Section 11-35-2220. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

The County may conduct, or have conducted, performance audits of the Consultant. The County may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the County.

Pertaining to all audits, Consultant shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Consultant shall be made available for auditing purposes at no cost to the County.

- 19.0 Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion: The Consultant certifies, by submission of this document 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 Consultant 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 by circling YES OR NO.**

**If you circled "YES", explain fully in a separate attachment.**

## 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 Consultant's responsibility to advise the Purchasing Department of Beaufort County if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source. Such notification must be submitted in writing, and must be received by the Purchasing Department of Beaufort County within fifteen (15) days of the date of issue. A review of such notifications will be made.
- 2.0 **RECEIPT OF RFQ/SOQ:** State law requires that a copy of the RFQ/SOQ be submitted no later than the date and time specified in the Request for Qualifications. **Consultants mailing proposals should allow a sufficient mail delivery period to insure timely receipt of their RFQ/SOQ by the issuing office.** Any RFQ/SOQ received after the scheduled opening date and time will be immediately disqualified in accordance with the County Procurement Code and SC Consolidated Procurement Code and Regulations.
- 3.0 **PREPARATION OF SOQ:**
  - 3.1 All SOQ should be complete and carefully worded and must convey all of the information requested by Beaufort County. If significant errors are found in the Consultant's SOQ, or if the SOQ fails to conform to the essential requirements of the RFQ, Beaufort County and Beaufort County alone will be the judge as to whether that variance is significant enough to reject the SOQ.
  - 3.2 SOQ should be prepared **simply and economically**, providing a straightforward, concise description of Consultant's capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content.
  - 3.3 If your SOQ includes any comment over and above the specific information requested in our Request for Qualifications, you are to include this information as a separate appendix to your SOQ.
- 4.0 **DISCUSSION/NEGOTIATION:** By submission of a SOQ, Consultant agrees that during the period following issuance of a SOQ and prior to final award of contract, Consultant shall not discuss this Procurement with any party except members of the Purchasing Department of Beaufort County or other parties specifically designated in this solicitation. Consultant shall not attempt to discuss with or attempt to negotiate with the using Agency any aspect of the procurement without prior approval of the Director of Purchasing.

5.0 AMENDMENTS:

5.1 VERBAL COMMENTS OR DISCUSSIONS BY THE COUNTY RELATIVE TO THIS SOLICITATION CANNOT ADD, DELETE OR MODIFY ANY WRITTEN PROVISION. ANY ALTERATION MUST BE IN THE FORM OF A WRITTEN AMENDMENT TO ALL CONSULTANTS.

5.2 If it becomes necessary to revise any part of the RFQ, an amendment will be provided to all eligible Consultants.

6.0 ORAL PRESENTATIONS: Consultants may be requested to make oral presentations of their SOQ to a Selection Committee. Such presentations provide an opportunity for the Consultants to clarify their proposals and to ensure a thorough understanding.

7.0 FUNDING: The Consultant shall agree that funds expended for the purposes of the contract must be appropriated by the General Assembly of 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 Consultant shall not prohibit or otherwise limit the Agency's right to pursue and contract for alternate solutions and remedies as deemed necessary by the Agency 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 Consultant(s) whose SOQ is determined to be most advantageous to Beaufort County, taking into consideration the evaluation factors set forth herein; however, the right is reserved to reject any and all SOQ received and in all cases, Beaufort County will be the sole judge as to whether an Consultant's SOQ has or has not satisfactorily met the requirements of this RFQ.

9.0 SUBMITTING CONFIDENTIAL INFORMATION:

a. OVERVIEW / APPLICABLE STATUTES: Under the South Carolina Freedom of Information Act ("FOIA"), certain documents an Consultant submits to the State may be subject to public disclosure. All references are to the South Carolina Code of Laws, which is available on the Internet at: <http://www.lpitr.state.sc.us/code/statmast.htm>. Consultants are urged to become familiar with FOIA (Title 30, Chapter 4 of the Code), the Trade Secrets Act (Title 39, Chapter 8), and the Consolidated Procurement Code (Title 11, Chapter 35). Section 11-35-410 of the Procurement Code exempts certain procurement information from release under FOIA: Commercial or financial information obtained in response to a 'Request for Qualifications' or any type of solicitation which is privileged and confidential need not be disclosed. Privileged and confidential information is information

in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information. Examples of this type of information would include: (1) customer lists; (2) design recommendations and identifications of prospective problem areas under an RFQ; (3) design concepts, including methods and procedures; (4) biographical data on key employees of the bidder."

- b. INSTRUCTIONS: In determining whether to release documents, the State will detrimentally rely on Consultant's marking of documents, as required by these instructions, as being either "CONFIDENTIAL" or "TRADE SECRET". For every document Consultant submits in response to or with regard to this solicitation, Consultant must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Consultant contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a) (1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Consultant submits in response to or with regard to this solicitation, Consultant must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Consultant contends contains a trade secret as that term is defined by the Trade Secrets Act. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. If a portion of a bid or proposal is improperly marked as confidential or trade secret, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are protected, do not mark the entire page.
- c. CONSENT TO RELEASE: By submitting a SOQ, Consultant (1) consents to the release of documents governed by section 11-35-1810 unless Consultant conspicuously states otherwise on the cover of its bid or proposal, (2) agrees to the public disclosure of any documents regarding this solicitation submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a SOQ, documents submitted to clarify either a SOQ, and documents submitted during negotiations), unless the document is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL", (3) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (4) that, notwithstanding any claims or markings otherwise, any information used to determine the award are subject to public disclosure. By submitting a SOQ, Consultant agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Consultant marked as "CONFIDENTIAL" or "TRADE SECRET".

10.0 RIGHT OF NON/COMMITMENT OR REJECTION: This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the

preparation of a SOQ, or to procure or contract for the articles of goods or services. Beaufort County reserves the right to accept or reject any or all SOQ received as a result of this request, or to cancel in part or in its entirety this request if it is in the best interest of the State to do so.

- 11.0 RIGHT TO PROTEST: Any Consultant desiring to exercise rights under Section 11-35-4210 (Right to Protest) of the South Carolina Consolidated Procurement code should direct all correspondence to David Thomas, CPPO, Director of Purchasing, Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228.
- 12.0 COST: Hourly rates and direct cost information submitted with SOQ shall be firm for a period of at least 90 days from the closing date.
- 13.0 UNSUCCESSFUL CONSULTANTS: Consultants not awarded a contract under this solicitation, may request return of their SOQ within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the Consultant. If Federal Express, UPS, or other shipping number is not received with request, all materials will be destroyed.
- 14.0 DISCUSSION WITH RESPONSIVE CONSULTANTS: Discussions may be conducted with responsive Consultants who submit SOQ for the purpose of clarification to assure full understanding of the requirements of the request for proposals. All Consultants, whose SOQ, in the procuring agency's sole judgment, needing clarification shall be accorded such an opportunity.
- 15.0 PAYMENT FOR GOODS & SERVICES: Payment for goods & services received by Beaufort County shall be processed in accordance with Section 11-35-45 of the South Carolina Procurement Code.
- 16.0 TAXES: Do not include any taxes in the proposed rates shown that Beaufort County may be required to pay. Upon submission of a proposal by a state agency, the procurement officer will compute a 6% sales/use tax to the non-state agency proposals when applicable (service/labor excluded) in determining the cost. This procedure is necessary in accordance with the SC Department of Revenue regulation 117-174-95.

**SECTION VI**  
**PROPOSAL SUBMISSION INSTRUCTIONS**

1. **One (1) clearly identified original which is to be electronically submitted to the Purchasing Director must be electronically transmitted by using the Vendor Registry process through our County Website at [www.bcgov.net](http://www.bcgov.net).**
2. Consultants who desire to receive a copy of the Statement of Award will be able to download the award information from Vendor Registry once it is posted.
3. 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.
4. Questions
  - a. Email questions you have, at least ten (10) calendar days prior to proposal closing date to:
  - b. E-Mail Dave Thomas at [dthomas@bcgov.net](mailto:dthomas@bcgov.net), 843-255-2304.
  - c. Answers to questions received that would change and/or clarify this solicitation will be provided be posted on Vendor Registry and sent to all RFQ participates when posted.
  - d. **Selection Committee members SHALL NOT be contacted during the RFQ process.**

**5. 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.beaufortcountysc.gov](http://www.beaufortcountysc.gov) 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 RFQ 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 which begin on page 19 through 22. 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](tel:844-802-9202) or [cservice@vendorregistry.com](mailto:cservice@vendorregistry.com).

### SECTION VII

#### **SUBMISSION REQUIREMENTS**

To be considered for award, all SOQ must include, as a minimum, the following information.

1. **Executive Summary:** The Executive Summary should highlight the contents of the SOQ and provide a broad understanding of the background of the objectives of the program, the requirements of the RFQ, the Scope of Work, contents of the SOQ and any related issues needing to be addressed.
2. **Approach:** The approach should include a plan addressing the requirements of the RFQ. Indicate significant tasks to fulfill the scope of services.
3. **Project Organization and Management:** The SOQ shall demonstrate the capability to successfully manage and complete the scope of services. Include an outline of the methodologies to be used, along with a project management plan. Outcome measures specific to the proposed project should be clearly defined.
4. **Experience and Qualifications of the Consultant:** Qualifications of the Consultant and any sub-consultants should be included in the SOQ. A minimum of three (3) references must be provided, including a telephone number and email



for contact person familiar with the Consultant's work. An organizational chart, including any sub-consultants, is required and should include each individual assigned to the project team.

5. **Eligibility**: Prior to executing a contract, Consultant must be an incorporated entity with a federal identification number and have a Beaufort County, SC business license. A Certificate of Authorization to provide professional engineering services in South Carolina must also be provided.
6. **Personnel Capability**: The SOQ shall identify the staff person(s) to be assigned, and include a resume for each team member shown on the organizational chart detailing the qualifications, education, and experience of that person. Consultant should demonstrate the capacity to perform by listing workload and availability of staff listed in the SOQ.
7. **Fees**: Provide a rate table for the proposed project team. The rates may be attributed to job titles or team member names. All price submittals shall be in a separate, sealed envelope contained within the SOQ. Pricing information will not be used to evaluate consultant(s) and used only after award has been made and contract negotiations pending.

## **SECTION VIII**

### **AWARD CRITERIA**

Beaufort will use the following criteria, listed in order of importance, in ranking and selecting the firm, based upon the submitted SOQ: (maximum 100 points)

1. Experience with implementation of MS4 program elements for South Carolina NPDES Phase I and II entities. (25 points)
2. Demonstrated experience with water quality improvement projects and complex stormwater management elements both regulatory and technical. (20 points)
3. Past performance on projects/services with clients of similar size and project scope, including quality of work, timeliness, and cost control. (15 points)
4. Specialized experience and technical expertise of the firm and its personnel in connection with the services to be provided. (15 points)
5. Demonstration of knowledge and understanding of federal, state, and local stormwater regulations. (15 points)
6. Location of the project office and knowledge of local stormwater related issues (10 points)

## **SELECTION COMMITTEE**

The selection committee may be comprised of Beaufort County staff and Stormwater Board members.

Committee members SHALL NOT be contacted by potential Consultants. All questions should be directed to the Beaufort County Purchasing Director.



**Beaufort County**  
Purchasing Department

**Exhibit A: Offer Form**

**Statement of Qualifications Title:** \_\_\_\_\_

**RFQ Notice Number:** \_\_\_\_\_

The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to Beaufort County a SOQ that contains all terms, conditions, specifications and amendments in the Request for Qualifications (RFQ) issued by the County listed above. Any exception to the terms contained in the RFQ must be specifically indicated in writing and are subject to the approval of the County prior to acceptance. The signature below certifies your understanding and compliance with the terms and conditions contained in this RFQ.

Consultant (Firm) Name: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: (        ) \_\_\_\_\_

Fax Number: (        ) \_\_\_\_\_

E-Mail Address:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**PROPOSAL AND CERTIFICATION**

RFQ NO. \_\_\_\_\_

PAGE \_\_\_\_\_ of \_\_\_\_\_

The undersigned \_\_\_\_\_, having carefully examined the  
(Name of Consultant / Firm)  
information contained in the Beaufort County RFQ Number # \_\_\_\_\_  
dated \_\_\_\_\_, 2020, proposes to provide engineering and consulting  
services to Beaufort County Government, as outlined in this SOQ.

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

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

**CERTIFICATION**

State whether or not your company has been involved in any litigation within the past five (5) years, arising out of your performance by indicating

\_\_\_ YES OR \_\_\_ NO

(If you indicated "YES", explain fully in a separate attachment)

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 OR \_\_\_ NO

(IF "YES" GIVE NAME, ADDRESS, AND TELEPHONE NUMBER OF REVIEWING OFFICE IN A SEPARATE ATTACHMENT)

RFQ NO. \_\_\_\_\_

**EXHIBIT B (2 of 3)**

PAGE \_\_\_\_\_ of \_\_\_\_\_

This SOQ is submitted for use in connection with and in response to Beaufort County RFQ # \_\_\_\_\_. This is to certify, to the best of my knowledge and belief, that the information summarized herein are complete, current, and accurate as of \_\_\_\_\_, 2020, and that a financial accounting capability exists to fully and accurately account for the financial transactions under this project.

This SOQ is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a SOQ for the same service and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this RFQ and certify that I am authorized to sign this SOQ.

Signature of Consultant's Representative authorized to enter into contract with Beaufort County Council:

FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature)

TYPE/PRINT: \_\_\_\_\_  
(Name) (Title)

ADDRESS: \_\_\_\_\_  
(Street Address and/or P. O. Box Number)

\_\_\_\_\_  
(City) (State) (Zip Code)

PHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
(Area Code) Phone Number (Area Code) Fax Number

EMAIL: \_\_\_\_\_

FEDERAL ID#: \_\_\_\_\_ S.C. TAX #: \_\_\_\_\_



## EXHIBIT C

### COUNTY COUNCIL OF BEAUFORT COUNTY Title VI Statement to Prime Consultants, Sub-consultants, 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 Consultants, Sub-consultants, 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 Consultants, Sub-consultants, 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 sub-consultants, and first-tier sub-consultants may not discriminate in their election and retention of second-tier sub-consultants, including those who supply materials and/or lease equipment. Further, Consultants 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 Consultant for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the Consultant of the Consultant'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 Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant 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 Consultant'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 Consultant under the contract until the Consultant complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of this direction to comply with Title VI, the Consultant may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Any person or sub-consultant 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)**

EXHIBIT D

**EVALUATION FORM**

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

REVIEWER'S NAME/TITLE: \_\_\_\_\_

FIRM NAME & RFQ No: \_\_\_\_\_ # \_\_\_\_\_

*(REFER TO 'AWARD CRITERIA' p.23)*

No.	CRITERIA	POINTS POSSIBLE	POINTS SCORED
1	Experience with implementation of MS4 program elements for South Carolina NPDES Phase I and II entities	25	
2	Demonstrated experience with water quality improvement projects and complex Stormwater management elements both regulatory and technical.	20	
3	Past performance on projects/services with clients of similar size and project scope, including quality of work, timeliness, and cost control	15	
4	Specialized experience and technical expertise of the firm and its personnel in connection with the services to be provided	15	
6	Demonstration of knowledge and understanding of federal, state, and local stormwater regulations	15	
7	Location of the project office and knowledge of local stormwater related issues.	10	
		TOTAL POINTS	



**SAMPLE CONTRACT (To be completed and provided by Consultant after successful award of the project)**

**CONTRACT**

**THIS CONTRACT** is made this \_\_\_\_\_, 2020, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County") and XXXXX. (hereinafter referred to as "Consultant"). This Contract shall consist, by reference of all the terms, conditions, scope of work, specifications and provisions contained in RFQ Number XXXXXX dated XXXXXX (advertised in The Island Packet/Beaufort Gazette on XXXXX, all Addendums and Consultant's Statement of Qualifications dated XXXXXX, 2020.

**W I T N E S S E T H:**

**WHEREAS**, the Consultant and the County desire to enter into this contract relating to XXXXXXXXXXXXXXXX subject to the terms, specifications, conditions and provisions of the request for qualifications as heretofore mentioned.

**NOW, THEREFORE**, the Consultant and the County agree to all of these terms, conditions, specifications, provisions and the special provisions as listed below:

- A. This Contract is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.
- B. Any litigation arising out of this Contract shall be held only in a circuit court of Beaufort County, Beaufort, South Carolina in the Fourteenth Judicial Circuit.
- C. The Consultant shall not sublet, assign, nor by means of a stock transfer sale of its business, assign or transfer this Contract without the written consent of the County.
- D. This Contract, including the terms, conditions, specifications and provisions listed herein makes up the entire contract between the Consultant and County. No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind either party hereto.
- E. It is understood that this Contract shall be considered exclusive between the parties.
- F. Any provisions of this Contract found to be prohibited by law shall be ineffective, to the extent of such prohibition, without invalidating the remainder of this Contract.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

## **ARTICLE 1 BACKGROUND/SCOPE OF WORK**

### **Background**

The Consultant does hereby offer to the County services for the purpose of providing engineering and consulting services as contained and described in the Scope of Work.

### **Scope of Work**

Engineering and consulting services are requested to assist the County in improving water quality and maintaining compliance with NPDES permit requirements as well as any other Federal, State, and local regulations related to stormwater management. These services include, but are not limited to:

- Assist with overall comprehensive Stormwater Management Program as requested
- Assist with Phase II general permit renewal (attend meetings with SCDHEC, review permit drafts and comment, negotiating the terms of the permit, etc.)
- Conduct an evaluation of the stormwater program as it relates to County goals and NPDES permit compliance and provide recommendations to strengthen it.
- Assist County staff with public education and outreach
- Conduct outfall and system inventory
- Review and revise IDDE program
- Incorporate revisions to Construction Site Stormwater Runoff Control program in accordance with the new SC Construction General Permit
- Review and revise Post Construction program
- Review and revise Good Housekeeping program including the development of Pollution Prevention Plans for County and industrial facilities
- Develop and implement County staff training programs related to stormwater program elements
- Develop TMDL implementation plan
- Water Quality Modeling
- Model and design water quality retrofit projects
- Provide hydraulic and hydrologic modeling for floodplain studies
- Assist the County with its FEMA Community Rating System program
- Assist with asset management program
- Utilizing GIS within stormwater management program
- Provide geospatial services related to stormwater management
- Evaluate options for alternative funding and assist with grant and loan applications
- Prepare MS4 permit bi-annual reports
- Conduct third party review of land disturbance permit applications and associated plans and computations to ensure compliance with County Ordinance and BMP Manual

**ARTICLE 2  
LIABILITY**

The County and Consultant shall not be responsible to each other for any incidental, indirect or consequential damages incurred by either Consultant or County or for which either party may be liable to any third party which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder.

**ARTICLE 3  
INDEMNIFICATION AND HOLD HARMLESS**

The Consultant does hereby agree 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 to the extent arising or growing out of or in any way connected with the negligent performance of the Contract, by Consultant, its agents, servants or employees.

**ARTICLE 4  
ASSIGNMENT**

Consultant shall not assign any rights or duties of the professional services contract without the expressed written consent of the County. Any assignment or subletting without the written consent of County shall be void and this Contract shall terminate at the option of the County.

**ARTICLE 5  
PERFORMANCE PERIOD/TERM**

The term of this Contract shall be for a period of (determined by negotiated schedule of work) starting on \_\_\_\_\_, 2020 and ending on \_\_\_\_\_, 2021. At the County's option, this contract may be extended.

**ARTICLE 6  
COMPENSATION**

Total annual compensation is not to exceed \_\_\_\_\_ dollars (\$XXXX.XX), billed at unit rates provided in the SOQ and invoiced monthly.

**ARTICLE 7  
INSURANCE/PERFORMANCE BOND**

**Insurance**

Consultant does hereby covenant, agree and hereby represent to the County that it has obtained workmen's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Consultant's use or occupation of the premises during the course of performing the contracted services, all in accordance with and as **specified** in the County's RFQ Number XXXXX,. **Additionally, the Consultant agrees to list the County as 'additional insured' on Certificates of Insurance related to the execution of this Contract.**

**Performance Bond**

**No performance bond is required for this contract.**

**ARTICLE 8  
DEFAULT/TERMINATION**

**Default**

In the event of default or breach of any condition of this Contract resulting in litigation, the prevailing party would be entitled to reasonable attorneys' fees fixed by the Court. The remedies herein given to County under Default shall be cumulative, and the exercise of any one remedy by the County shall not be to the exclusion of any other remedy.

**Termination**

This contract may be terminated by the County,' 'for convenience' 'for cause,' or by 'by mutual consent' as described in RFQ number XXXX.

**1. 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, an adjustment shall be made to the Consultant, 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 Consultant or its sub-consultants, and/or failure of Consultant 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. Consultant expressly waives any damages, delay damages, or indirect costs which may arise from County's election to terminate this contract in whole or in part for its convenience.

## **2. Termination For Cause**

Termination by the County for cause, default, or negligence on the part of the Consultant shall be excluded from the foregoing provisions. Termination costs, if any, shall not apply. The ten (10) days advance notice requirement is waived, and the default provision in this bid shall apply.

Reasons for Termination for Cause shall include but not limited to:

- a) Default as defined above,
- b) failing to make satisfactory progress in the prosecution of the contract
- c) endangering the performance of this contract
- d) criminal activity or misconduct,
- e) work that is deemed sub-standard by the County Representative.

## **3. Termination by Mutual Consent**

Either party may terminate this Contract by mutual consent with written notice attesting and agreeing to a termination by mutual consent by either party. Upon such termination, the County shall pay the Consultant for all services performed hereunder up through the date of such termination. Termination by mutual consent may entitle the Consultant to reasonable costs allocable to the contract for work or costs incurred by the Consultant up to the date of termination. The Consultant must not be paid compensation as a result of a termination by mutual consent that exceeds the amount encumbered to pay for work to be performed under the contract.

## **ARTICLE 9 RESPONSIBILITY**

The County will be responsible to provide the Consultant reasonable access to County locations when necessary, ensure cooperation of County employees in activities reasonable and appropriate under the project, and obtain authorization for access to third party sites, if required.

## **ARTICLE 10 FORCE MAJEURE**

Should performance of Consultant services be materially affected by causes beyond its reasonable control, a *Force Majeure* results. *Force Majeure* includes, but is not restricted to:

- a) acts of God,
- b) acts of a legislative,
- c) administrative or judicial entity,
- d) acts of Consultants (other than sub-consultants of Consultant),
- e) fires,
- f) floods,
- g) labor disturbances,
- h) civil unrest
- i) incorrect/inferior parts or materials
- j) terrorism
- k) unusually severe weather.

Consultant will be granted a time extension and the parties will negotiate an adjustment to the fee, where appropriate, based upon the effect of the Force Majeure upon Consultant's performance.

**ARTICLE 11  
SEVERABILITY**

Every term or provision of this Contract is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Contract has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

**ARTICLE 12  
INDEPENDENT CONSULTANT**

The Consultant shall be fully independent in performing the services and shall not act as an agent or employee of the County. As such, the Consultant shall be solely responsible for its employees, sub-consultants, and agents and for their compensation, benefits, contributions and taxes, if any.

**ARTICLE 13  
NOTICE**

The Consultant and the County shall notify each other of service of any notice of violation of any law, regulation, permit or license relating to the services; initiation of any proceedings to revoke any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that could affect such services. Such notice shall be delivered by U.S. mail with proper postage affixed thereto and addressed as follows:

County:	Beaufort County Administrator P. O. Drawer 1228 Beaufort, SC 29901-1228  Beaufort County  Attn: Beaufort County Purchasing Director P. O. Drawer 1228 Beaufort, SC 29901-1228
Consultant:	XXXXXXXX

**ARTICLE 14  
CHANGE ORDERS**

No change orders are applicable under this contract.

**ARTICLE 15  
AUDITING**

The Consultant shall make available to the County if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The County's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Consultant agrees that it will keep and preserve for at least seven years all documents related to the Contract, which are routinely prepared, collected or compiled by the Consultant during the performance of this contract.

The County's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Consultant shall make all documentation available for examination at the Auditor's request at either the Auditor or Consultant's office and without expense to the County.

**ARTICLE 16  
GRATUITIES**

The right of the Consultant to proceed or otherwise perform this Contract, and this Contract may be terminated if the County Manager and/or the County Contracting Manager determine, in their sole discretion, that the Consultant or any officer, employee, agent, or other representative whatsoever, of the Consultant offered or gave a gift or hospitality to a County officer, employee, agent or Consultant for the purpose of influencing any decision to grant a County Contract or to obtain favorable treatment under any County Contract.

The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or items of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.

**ARTICLE 17  
INVOICES**

All invoices for work done under this contract should be directed to the County Representative, XXXXX  
Located at:

XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX  
Beaufort, SC

Invoices should include:

- a) Period of time covered by the invoice
- b) Detail of work performed
- c) Purchase order and Contract Number

d) Tax Identification Number

Unless otherwise indicated, all invoices must be timely and accurate, and received within XXX days of completion. The County may assess late penalties for late invoicing and/or inaccurate invoices.

**ARTICLE 18**  
**Purchase Orders**

**The County will issue Purchase Orders from properly executed requisitions. The County shall not be responsible for invoices of \$500 or more that do not have a purchase order covering them.**

**ARTICLE 19**  
**ORDER OF DOCUMENTS**

The following are incorporated into and made a part of this contract by reference:

- a) Request for Qualifications Number XXXXX
- b) General Terms and Conditions between County and Consultant.
- c) Insurance Requirements
- d) XXXXXXXXXX SOQ Submission to RFQ Number XXXXX
- e) Notice of Award Letter dated XXXXX.
- f) Recommendation Letter dated XXXXXXX



# SIGNATURE PAGE

This Contract with the above Articles constitutes the entire contract between the parties hereto. No representations, warranties or promises pertaining to this Contract have been made or shall be binding upon any of the parties, except as expressly stated herein.

This Contract shall be construed in accordance and governed by the laws of the State of South Carolina.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract on the day and year first above written.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**, a political sub-division of the State of South Carolina

By: \_\_\_\_\_  
Name: Ashley Jacobs  
Title: County Administrator  
Address: P.O. Drawer 1228  
Beaufort, SC 29901-1228  
Phone: (843) 255-2026  
Fax: (843) 255-9403  
Date: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CONSULTANT NAME**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Tax ID Number: \_\_\_\_\_  
Date: \_\_\_\_\_