

County of Georgetown, South Carolina

129 Screven Street, Suite 239 · Georgetown, SC 29440-3641
Post Office Box 421270, Georgetown, SC 29442-4200
(843)545-3083 · Fax (843)545-3500 · purch@gtcounty.org

REQUEST FOR QUALIFICATIONS (RFQu)

BID NUMBER: 21-038

ISSUE DATE: Wednesday, June 23, 2021

OPENING DATE: Wednesday, July 28, 2021

OPENING TIME: 3:00 PM (ET)

Bid Opening Location: Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

Pre-Bid Conference/Site Inspection: [none]

PROCUREMENT FOR: General Engineering Services-East Andrews Drainage Improvements

All bids must be submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <http://www.georgetowncountysc.org/172/Purchasing> for instructions on how to submit bids electronically through this system. As always, emailed/faxed bids will not be accepted. Your bid must be submitted electronically through Georgetown County's Purchasing Vendor Registry page to ensure it remains sealed until the scheduled bid opening date and time.

Any scheduled bid openings will still be opened at the designated date and time as listed in the bid document or related addendum. However, at the time of this bid issuance, these bid openings may be conducted virtually, in-person, or by a hybrid method (both virtually and in person). See the timeline on page 3 for location and method specified. As always, bid openings will be accompanied by at least one witness and bid tabulation results will be posted online for the public's viewing after the bid opening.

Purchasing Contacts:	Nancy Silver
Phone	(843)545-3076
Fax:	(843)545-3500
E-mail:	nsilver@gtcounty.org

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that they submit their bids on or before, the date and time specified for the bid opening. No bid will be accepted thereafter. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.



Intent to Respond

REF: RFQu #21-038, General Engineering Services-East Andrews Drainage Improvements

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County’s efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at www.gtcounty.org select “Bid Opportunities” under Quick Links, then click on the “View Current Bid Solicitations” link.

- Our firm **does** intend on responding to this solicitation.
- Our firm **does not** intend on responding to this solicitation.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

FAX: _____

E-Mail: _____

How did you hear about this opportunity? _____

Reason if **not** responding: _____

Please return this completed form to Nancy Silver, Purchasing Officer

- by e-mail to purch@gtcounty.org
- or by FAX to (843)545-3500.

[End of Intent to Respond]

Time Line: Invitation for Bid #21-038

Item	Date	Time	Location*
Advertised Date of Issue:	Wednesday, June 23, 2021	n/a	n/a
Pre-Bid Conference/Site Inspection:	(none)	n/a	n/a
Deadline for Questions:	Wednesday, July 21, 2021	3:00PM ET	n/a
Bids Must be Received on/or Before:	Wednesday, July 28, 2021	3:00PM ET	Electronic
*Bid Opening & Tabulation:	Wednesday, July 28, 2021	3:00PM ET	Hybrid
Shortlisted Presentations/Interviews (Tentative):	Monday, August 9, 2021	TBD	Hybrid
County Council Consideration (Tentative)	Tuesday, August 24, 2021	5:30PM ET	TBD

*At the time of this posting, bid openings may be performed virtually, in-person, or by a hybrid method, see above location for method specified. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually. Vendors may also now attend the meeting in person at the Georgetown County Historic Courthouse, Purchasing Conference Room, 129 Screven St., Suite 239, 29440.

RFQu #21-038
General Engineering Services-East Andrews Drainage Improvements
Georgetown County, South Carolina

INTRODUCTION

- 1) Georgetown County, SC is soliciting proposals from qualified engineering firms to provide general engineering services for the East Andrews Drainage Improvements project. Work may include federal or state reporting and grant/project administration as may be required by the Economic Development Administration (EDA) and/or other federal or state grant agencies. Interested firms /individuals are invited to submit a proposal in accordance with the enclosed requirements.
- 2) Federal Award ID Number 04-79-07486 Federal Participation Disclosure: This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.
- 3) Upon receipt by the County, each submittal will become the property of the County, without compensation to the offeror, for disposition or usage by the County at its discretion. The County shall have the sole discretion in evaluating both the proposal and the qualifications of the offerors. The County reserves the right to reject any and all submittals and is not bound to accept any submittal if it is contrary to the best interest of the County. The particulars of any proposal will remain confidential until a contract is signed with the successful offeror.

SCOPE OF SERVICES

The County intends to enter into a contract with a licensed, qualified firm/individual to provide general engineering services for the East Andrews Drainage Improvements project. Services may include, but not be limited to such items as consultation, **project design, storm water/drainage design**, easement acquisition, roadway design, site grading & erosion control design, water & sewer design, review of shop drawings, construction inspection services as well as federal or state reporting and grant/project administration as may be required by the Economic Development Administration (EDA) or the County. Below is a detailed listing of the anticipated scope of services.

General Design Requirements

Improvements to an existing drainage ditch and drainage structures in the eastern area of Andrews, SC, which is an un-named tributary to Lester Creek. (See attached Preliminary Engineering Report (PER) for location.) The length of work is approximately 6,000 Linear Feet (LF). Standards shall include SCDOT for all engineering and design standards, AASHTO Guide for the Planning, Design, and Operation of Bicycle Facilities, and CSX Standards as required. The plan set shall include the following: estimated quantities, property strip map (including easements), plan and profile, X-Sections at 50' intervals, drainage and grading, erosion control, X-Sections, details as required. (Note: This includes all plans as may be required for a permit for the bore and jack under the CSX railroad).

Phases

The plans shall be broken into the 9 phases outlined in the attached PER.

Survey

Route shall be surveyed as required to prepare an accurate and quality design. Include Right-of-Way/Property Line determination as well as permanent drainage easements required for construction. Permanent control markers shall be installed along the route at distances not to exceed 500 LF apart. Wetlands shall be surveyed.

Wetlands Delineation

It is unknown if wetlands exist along the route. However, any existing wetlands shall be delineated and included in the design and permitting. Therefore, a wetlands delineation/survey shall be professionally conducted for the entire route. Wetlands mitigation assistance shall be included in the proposal. (Note: This does not include the actual purchasing of the credits, which will be paid for by the County).

Easements

Easements will be required for the entirety of this route. Therefore, include easement preparation for the entire project in your proposal. This includes both temporary construction and permanent easements.

Drainage Improvements

Design includes the following:

- Ditch/channel widening and improvements.
- Road culvert improvements at:
 - Old Cemetery Road
 - Georgetown Highway (Hwy 521)
 - Gapway Road
 - North St.
- CXC culvert improvements
See attached PER which outlines the proposed Drainage Improvements.
*Note the Estimated diameter.

Hydrology and Hydraulics Report (H&H Report)

A complete drainage study and report shall be prepared. A hydraulic model using ICPR 2D model is required. H&H Report shall conform to the requirements of SCDOT at a minimum.

Geotechnical

A geotechnical investigation shall be conducted as follows:

- Along the channel widening/improvement route (as required)
- At each road crossing
- At CSX railroad Crossing

This shall include any limited access clearing as required.

Utilities

Include Utility Relocation Plans as required for the construction of the proposed improvements.

Funding

The majority of this project is being funded by a grant from the US Economic Development Agency.

Schedule

- August, 2021 County Council Approval
- September, 2021 Issue NTP
- October, 2021 Survey Complete
- November, 2021 30% Design
- December, 2021 60% Design
- January, 2022 100% Design + Permits Submitted + Bidding
- February, 2022 Award + Start Construction
- February, 2024 Construction completed.

Consultant shall provide a proposed schedule as part of their proposal, including all required permits.

County will include delivery period in evaluation of proposals.

(NOTE; SCHEDULE IS VERY IMPORTANT IN ORDER TO MEET THE DEADLINES ESTABLISHED BY USEDA).

Deliverables

- 1.a Route Survey (by registered PLS)
2. Easement Exhibit (Strip Map)
- 2.a Easement Acquisition Services
 - a. Assume 20 easements.
 - b. Includes all appraisals
 - c. Must follow the Uniform Act
 - d. Turn Key
- 3.a Wetlands Delineation
- 3.b Wetlands Mitigation Assistance (if required)
4. Geotechnical Investigations
- 5.a Design Drawings (All portions of the route except for the CSX crossing)
 - a. 30% Conceptual, 60% Permit and 100% Final
- 5.b Design Drawings (CSX Railroad Crossing)*
 - b. 30% Conceptual, 60% Permit and 100% Final
6. H&H Report with Calculations
 - a. Includes ICPR 2D model
 - b. Must comply with SCDOT design requirements (at minimum)
7. Technical Specifications (with Bid Schedules*)

8. Opinion of Probable Cost*
9. Permits
 - a. Includes all permits and approvals as required.
 - b. Includes but not limited to SCDOT, USACE (Wetlands), SCDHEC Stormwater, OCRM, County Planning, County Stormwater, GCWSD, etc.
10. Bidding Assistance
11. CEI (Construction Engineering and Inspection)
 - a. To be invoiced on an hourly basis.
12. Grant Administration
 - a. As required by USEDPA
 - b. To be invoiced on an hourly basis.

**Note: A separate design drawings set, OPC, and bid schedule will be required for the three (3) major drainage improvements (KRR Crossline Replacement (just north of Fieldgate Circle) + Chapel Creek Pond Outlet Structure + Waverly Road Drainage Improvements). These 3 improvements shall be combined into one (1) set of drawings.*

RFQu SUBMITTAL REQUIREMENTS

A. General

Offeror shall provide one (1) electronic, reproducible original RFQu submittal in pdf format, clearly labeled with the firm's name and the bid number. The RFQu response must be complete, clear and concise, not to exceed fifty (50) 8½" x 11" pages (may be fewer) and numbered at the bottom right hand corner of the page. The submittal shall use a minimum 12-point Times New Roman font. The submittal shall be concise, well organized and demonstrate an understanding of the Scope of Services. All sections shall be clearly labeled as listed below for ease of evaluation. The County's Mandatory Bid Submission Forms included herein will not count towards the page limitation. All other pages will apply to the page limitation.

B. Content

Proposals submitted in response to this RFQu shall be in the following order and shall include:

1. Cover Letter

Include a 1-2 page cover letter with the following items:

- a) Legal name and address of company
- b) Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each member.
- c) Name, title, email, address and telephone number of the person to contact concerning the submittal.
- d) If different from item c) above, name, title, email, address and telephone number of the person(s) able to sign contracts & bind the RFQu submittal.
- e) Summarize key elements of your RFQu submittal.

2. Experience & References

Describe your firm's background and history, including number of years in business and the scope of service currently provided to clients. Describe your firm's experience in completing similar consulting efforts. Consultant shall list at least five (5) successful projects of a similar nature completed in the last ten years. Provide at least five (5) references (preferably governmental) listing names of clients and project managers, telephone numbers, the type of work performed, and the value of the consulting contracts. Projects currently being performed may be submitted for County's review.

3. Key Personnel

- a) Provide a discussion of your firm's staffing plan and level of personnel to be involved, their qualifications, experience, resumes, roles and responsibilities, and the name of the individual who will be in overall charge and responsible for coordination with the County and who will assist with Federal/State Grant Administration and project management.
- b) Identify proposed sub-consultants (if any) that will be retained to perform specified items of work listed in the "Scope of Services." Provide a list of the tasks, responsibilities, and qualifications of any sub-consultants proposed to be used on a routine basis. Indicate how firms are being utilized to ensure a strong understanding of local laws, ordinances, regulations, policies, requirements and permitting. Indicate the role and responsibility of your firm as the prime consultant and all sub-consultants. The County's evaluation of the proposal will consider consultant's entire team. Once proposed, no changes in the team composition will be allowed without prior written approval of the County.

4. Methodology

Outline your firm's basic technical procedures and managerial approaches to accomplish the Work required by this contract. Describe your present workload capacity and your ability to meet the engineering needs of the County of Georgetown. Include any limitations you would foresee in your firm's ability to handle the work, or work capacity limitations and how you might overcome them. Demonstrate your firm's ability to provide adequate staffing and project efficiency, within budget, and within provided time limitations.

5. Industry Experience

Describe your firm's experience working in the industry. The industry may be defined as the County's, other similar local agency's, and the State's policies, practices, design criteria and standards that will be drawn upon to accomplish the Work. The Consultant shall describe the involvement it has established for maintaining communication with clients' representatives. Describe your experience providing advice and services to Governmental/County management, staff, and policy-making boards. Include a discussion of how your current and past experience will enable you to effectively and efficiently represent the County of Georgetown as Engineer of Record as well as Federal/State Grant Administration and project management. Include a statement describing why you are qualified to perform the work outlined in this RFQu.

6. Written Affirmations & RFQu Compliance

- a) Provide a written affirmation that your firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug free workplace policy.
 - b) Provide a written affirmation that your firm/key personnel are engineers licensed to work in the State of South Carolina. If requested by the County, evidence of licensure must be provided to the County within ten (10) days of request.
 - c) The successful offeror must provide proof of insurance for a minimum of \$1 million professional liability insurance, a minimum of \$1 million comprehensive and automobile liability insurance, and proof of coverage by Workers' Compensation Insurance or exemption (see pages 15-17 for the County's insurance requirements). Provide written affirmation that your firm meet's the County's insurance requirements and will provide a Certificate of Insurance listing Georgetown County as an additional insured within the required fifteen (15) days if awarded a contract.
 - d) Provide a signed statement that the submitted proposal addresses all terms and conditions of this RFQu.
 - e) The Consultant shall certify that if awarded they will enter into a professional services agreement, a copy of which has been attached herein. The Consultant shall list any exceptions they may have to the contract and/or bid document requirements on the provided mandatory "Exceptions Page".
7. **Confidential Cost Proposal:**
- Each firm shall upload two files, one labeled "21-038 Qualifications Submittal-Your Company Name" and a 2nd separate pdf. file labeled "Confidential Cost Proposal 21-038-Your Company Name". For the confidential cost proposal, complete the attached Fee Proposal Schedule. Include any other hourly rates/fee schedule that would be applied to this Work. This will be used as the basis for negotiations should your firm be selected as the highest ranked offeror. Only the Cost Proposal from the highest ranked firm will be opened.

Investigations

The County reserves the right to conduct appropriate investigations into the background, previous experience and training, financial affairs, and related matters of any firm or individual under consideration for a contract. Said investigation may include, but is not limited to credit reports, submission of audited financial statements, and communication with principal clients relating to the ability of you or your firm to successfully perform the duties and responsibilities of the contract.

Evaluation & Selection

The Evaluation Committee shall score each proposal received based on the below evaluation matrix. The committee will then shortlist the top ranked firms to conduct discussions with. Final ranking and scoring will then be conducted of the shortlisted firms. The evaluation committee will then select the most responsive offeror(s) to begin negotiations.

Once a final determination has been made, a notice of intent to award letter will be mailed out to all respondents. The County of Georgetown is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

1) **Ranking of Criteria**

Consultants will be evaluated on the following criteria:

**Maximum
Points**

- | | | |
|----|--|------------------|
| A. | <u>Experience & References:</u> <ol style="list-style-type: none">1. Firm's experience of work of similar scope & services.2. Past projects and client references (minimum of 5 requested). | <u>25 points</u> |
| B. | <u>Key Personnel:</u> <ol style="list-style-type: none">1. Resumes of key personnel showing experience, education, and any certification/licensure.2. Staff's background in undertaking similar types of work. | <u>20 points</u> |
| C. | <u>Methodology:</u> <ol style="list-style-type: none">1. Technical procedures and managerial approaches to accomplish the work.2. Firm's present workload capacity and ability to meet the County's needs.3. Firm's proposed project schedule.4. Firm's honesty regarding limitations and how they would overcome them.5. Adequate staffing of firm, efficiency of firm, and ability of firm to provide the services within budget and within any provided time limitations. | <u>30 points</u> |
| D. | <u>Industry Experience, Written Affirmations & RFQu Compliance:</u> <ol style="list-style-type: none">1. Firm's experience in the industry.2. Past experience with governmental and regulatory agencies.3. Submitting all RFQu requirements and in the requested format. | <u>25 points</u> |

Maximum Total Points

100 points

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Instructions for Bidders
RFQu #21-038
General Engineering Services-East Andrews Drainage Improvements

These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.

1. Submission of Questions

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline on page three (3) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the Consultant.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. **SEND QUESTIONS TO:**

Nancy Silver, Purchasing Officer
Post Office Box 421270, Georgetown, SC 29442-4200
Fax: (843) 545-3500
Email: nsilver@gtcounty.org

2. Sealed bids to provide **General Engineering Services-East Andrews Drainage Improvements** shall be received electronically through the County’s Vendor Registry webpage until the cut-off time shown in the bid timeline on page three (3) of this document. Bids will then be promptly opened at the designated time by the Buyer. Bids that are not received prior to the stated opening date and time will be considered **NON RESPONSIVE**. An official authorized to bind the offer must sign all bids submitted.
3. **Incident Weather/Closure of County Courthouse**
Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but may be limited to the public. Bid openings at the time of this issuance are being conducted virtually or hybrid and may occur from an alternate secure and/or remote location as needed. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually.
4. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

5. NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

6. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.

7. Definitions:

- a) The terms “Company”, “Firm”, “Proposer”, “Offeror”, “Vendor” or “Bidder” refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder.
- b) The term “General Engineering Services-East Andrews Drainage Improvements”, “Engineering” or “Services” refers to the **complete set of services** as specified in this document, in every aspect.
- c) The terms “Owner” and “County” refer to the County of Georgetown, South Carolina.
- d) Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
- e) Where the words “should”, “may”, or “is desirable” are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

8. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror’s mistake is clearly an error that will cause him substantial loss.

- a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
- b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County’s requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.

9. Faxed or E-mailed bids will not be accepted by Georgetown County. Electronic bid submissions must be submitted through the Georgetown County Purchasing Vendor Registry page to ensure they remain sealed until the scheduled bid opening date and time.

10. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.
11. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtCounty.org/about/faqs.html>.
12. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
13. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
14. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
15. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
16. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
17. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable,

works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered “works for hire” as defined in the U.S. Copyright Act.

18. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
19. 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 age, 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.
20. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
21. All Federally Funded Construction Contracts Over \$2,000:
 - a) Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at: https://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=-relevance&wdType=dbra&page=1&date_filter_index=0&inactive_filter_values=false.
 - b) Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - c) Copeland “Anti-Kickback” Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as

supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repair of public work to give up any part of their compensation.

22. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

23. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The contractor certifies that the vendor(s) will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

24. Certification of Non-Segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

25. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

26. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at www.georgetowncountysc.org, select "Bid Opportunities" from the Quick Links box, then "View Current Bid Solicitations". It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

27. This Request for Qualifications is intended to convey the estimated requirements to provide **General Engineering Services-East Andrews Drainage Improvements** for the **Georgetown County Public Services Department**. The purpose is to establish a ranked list of qualified offerors' with whom the County may negotiate a Professional Services Contract with firm pricing and delivery. The right is reserved to extend the use of this contract to any County Department.

28. **PRICE ESCALATION/DE-ESCALATION:**

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Should the County elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE COMSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the County elects to renew the contract, the purchase order will reflect the changes.

29. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

30. Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. Professional Liability (a/k/a Errors and Omissions)

Minimum limits are \$1,000,000 per occurrence.

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

31. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service Consultant to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

<http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#emp1>

32. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

33. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

34. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

35. Invoicing and Payment

The firm shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Georgetown
Accounts Payable
P.O. Box 421270
Georgetown, SC 29442-4200

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

36. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.

37. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

38. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required sixty (60) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

c. Non-Appropriation:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

39. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law

40. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

41. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

42. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

43. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

44. Notice of Award

A *Notice of Intent to Award* will be mailed to all respondents.

45. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

46. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

47. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

48. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

49. Delivery After Receipt of Order (ARO)

Bid must show the number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval has been obtained from the County.

50. Permits

The successful Offeror must be responsible for obtaining all necessary city, County, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building and Planning web page at the link below:

<http://www.georgetowncountysc.org/building/default.html>

51. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

52. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Bid Opportunities" from the Quick Links box, then "View Current Bid Solicitations", click on the "Expired" tab and double click the link under the individual bid listing.

53. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

54. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

55. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

56. Response Clarification

Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

57. Due to the federal funding anticipated for use under this agreement, the County's Local Vendor Preference has been waived.

58. Vendor Checklist

The items indicated below must be returned as a part of the Bid Submission package:

- RFQu Submittal [50-pages maximum]
- Non-Collusion Affidavit/Oath
- Certificate Regarding Debarment and Suspension
- Anti-Lobbying Certification
- Mandatory Bid Submittal Form
- Mandatory Exceptions Page
- Addendum Acknowledgement (if applicable)

The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured and a signed IRS Form W-9. This must be on file with the Purchasing Department prior to any services being performed and must be on file within fifteen (15) days of written notification of award.

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Non-Collusion Affidavit/Oath
RFQu #21-038, General Engineering Services-East Andrews Drainage Improvements
MANDATORY BID SUBMITTAL FORM

NON-COLLUSION OATH)

COUNTY OF: _____)

STATE OF: _____)

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Offeror Herein, his agents, servants, and/or employees, to the best of his knowledge and belief have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, not have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 2021

 Authorized Signature of Offeror

NOTARY PUBLIC FOR THE

STATE OF: _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

(Note: Notary seal required for out-of-state offeror)

**CERTIFICATE REGARDING DEBARMENT AND SUSPENSION
(Mandatory Bid Submittal Form)**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Signature of Contractor

Date

Title

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5)

**ANTI-LOBBYING CERTIFICATION
(Mandatory Bid Submittal Form)**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor

Date

Title

(Reference: 49 CFR part 20, Appendix A)



MANDATORY BID SUBMITTAL FORM

RFQu #21-038

General Engineering Services-East Andrews Drainage Improvements

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud;(3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understands all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

1. Name of Company submitting RFQu: _____

2. Contact Address: _____

3. Contact Person _____

4. Telephone Number _____ Fax Number _____

5. E-Mail address _____

6. Remittance Address: _____

7. Accounting Contact _____

8. Telephone Number _____ Fax Number _____

9. E-Mail address _____

10. List five (5) customer references (preferably municipalities) for similar size and scope of services:

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	

Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

11. Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

12. If the bid is accepted, the required Contract must be executed within fifteen (15) days of written notice of formal award of Contract.
13. Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

Yes No

14. Acceptance of Invitation for Bid Content: The contents of the successful IFB/RFP/RFP are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

15. RENEWAL OF CONTRACT

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Georgetown County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

16. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

Yes No

17. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor’s submittal to be declared null and void.
18. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Qualifications No. 21-038 were received.

19. MINORITY PARTICIPATION [INFORMATION ONLY]

- (a) Is the bidder a South Carolina Certified Minority Business?

Yes No

- (b) Is the bidder a Minority Business certified by another governmental entity?

Yes No

If so, please list the certifying governmental entity: _____

- (c) Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____%

- (d) Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?
_____%

- (e) If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

20. ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

21.

INFORMATION ONLY:

- Our company accepts VISA government procurement cards.
If yes, list any upcharge for P-Card Payment? _____
- Our company does not accept VISA government procurement cards.

22. Printed Name of person binding bid _____

23. Signature (X) _____

24. Date _____

NOTE: THE ENTIRE SOLICITATION PACKET NEED NOT BE RETURNED. Thank you.



EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".

CONFIDENTIAL COST PROPOSAL

To remain in a separately marked pdf electronic file. Only the highest ranked offeror(s) will be opened and will be used as the basis for negotiations.

FEE PROPOSAL SCHEDULE ^a		
EAST ANDREWS DRAINAGE IMPROVEMENTS (EDA)		
No.	Description	Cost
1	Route Survey	
2.a	Easements Exhibit Preparation with Strip Map	
2.b	Easement Acquisition Services (Assume 20 Easements). Must follow the Uniform Act.	
3.a	Wetlands Delineation	
3.b	Wetlands Mitigation ^b	
4	Geotechnical Investigation and Report	
5.a	Design Drawings (All portions of the route except for the CSX crossing)	
5.b	Design Drawings (CSX crossing). As required by CSX in order to obtain a permit.	
6	H&H Report with calculations	
7	Technical Specifications & Bidding Docs as required	
8	Opinion of Probable Cost	
9	Permits	
10	Bidding Assistance	
11	CEI (Construction Engineering and Inspection)-Allowance. Will be paid on hourly basis.	\$ 40,000.00
12	Grant Administration and project meetings as required by USEDA. Allowance.	\$ 20,000.00
TOTAL		
Notes:		
a. All items are Lump Sum except #11 & 12.		
b. Wetlands mitigation is included in case it is needed. If it is determined during design that it is not needed, it will be deducted from the contract.		

APPENDIX A



GEORGETOWN COUNTY DEPARTMENT OF PUBLIC SERVICES DIVISION OF ENGINEERING & CAPITAL PROJECTS



EAST ANDREWS DRAINAGE IMPROVEMENTS

C. Preliminary Engineering Report

Project location and background

The Town of Andrews is located approximately 18 miles west of Georgetown, SC. Its rural residential community lying on the outskirts of Town Limits, identified as East Andrews, frequently experiences severe flooding conditions. Saddled with both a major water body flowing through the community (Lester Creek) as well as a lack of suitable stormwater management devices, Georgetown County Government commissioned a study of East Andrews. The purpose of the study was to consider proposed solutions to be able to boost the level of service of the drainage system serving this area. Over the last four years (2015-2019), this area has also been impacted by major flooding events, including Hurricane Joaquin, Hurricane Matthew, Hurricane Irma, Hurricane Florence, and Hurricane Dorian. Each of these events produced rainfall that exceeded the capacity of the drainage conveyance system. Based on the preliminary analysis of this watershed and the conveyance system, the current capacity of the system is much less than the 10 year storm event, which is the standard design requirement.

The study area encompasses 956 acres that begin upstream at Georgetown Highway (Highway 521), draining through a channel known as Lester Creek, flowing northward to the project outfall (ultimate discharge point) at North Street. The Lester Creek channel, designated as Waters of the State, is approximately 1.8 miles in length, and runs through the subject area. Lester Creek drains poorly because of the area's extremely flat terrain. The reach from North Street to the CSX Railroad is at a 0.24% slope for approximately 4,600 feet (downstream), while the reach from the CSX Railroad to Georgetown Highway Bypass is only at a 0.02% slope for approximately 5,150 feet (upstream) and no available floodplain for storage during large storm events. In order to convey a higher flow of water, the only option is to widen the channel and increase the quantity and size of the culverts to increase cross-sectional area. Therefore all nine components of this proposed project will widen the existing channel by approximately 10ft and increase culvert quantity and size so it will be able to handle the runoff coming to the channel. These proposed improvements will be designed to handle the 50-year storm event if the landscape (footprint) will handle it. Areas outside this flow path will benefit from improvements as the runoff will easily flow through the proposed conveyance system, and not cause a back-up effect in the watershed. Figure 1, East Andrews Project Area, depicts the project boundary for all of the flooding areas of concern.

FIGURE 1: East Andrews Drainage Project



C.1: Project Components

The subject area was investigated to determine the existing conditions, and develop conceptual design options using modeling software. Existing Condition models revealed that there are nine locations where improvements can be made to increase the level of service to the drainage system. Proposed Condition models show improvement to the overall drainage conveyance system serving the designated East Andrews Community with the following project components and as depicted in Figure 2 and Figure 3:

- **Project 1:** Replace two existing elliptical crushed 36"x72" CMPs with four parallel 36"x72" boxculverts under North Street.
- **Project 2:** Widen 2,500 LF of stream channel bottom from approximately 10 foot to 40 foot bottom widths with 2:1 sideslopes. This channel widening is proposed between North Street and Gapway Road.
- **Project 3:** Install a 72" Box Culvert to work in conjunction with the existing 48" CMP across Gapway Road.
- **Project 4:** Widen 3,100 LF of stream channel bottom from approximately 10 foot to 40 foot bottom widths with 2:1 sideslopes. This channel widening is proposed between Gapway Road and CSX Railroad.
- **Project 5B:** Install 2 additional 54" RCPs under CSX Railroad to work in conjunction with the existing 42" CMP.
- **Project 6B:** Widen 975 LF of Stream between CSX Railroad and Georgetown Hwy.
- **Project 7B:** Install 2 additional 36" RCPs across Georgetown Hwy to work in conjunction with the existing 36" CMP.
- **Project 8B:** Widen 730 LF of Stream between Georgetown Hwy and Old Cemetery Road.
- **Project 9B:** Install 2 additional 24" RCPs across Old Cemetery Rd. to work with the existing 36" RCP.

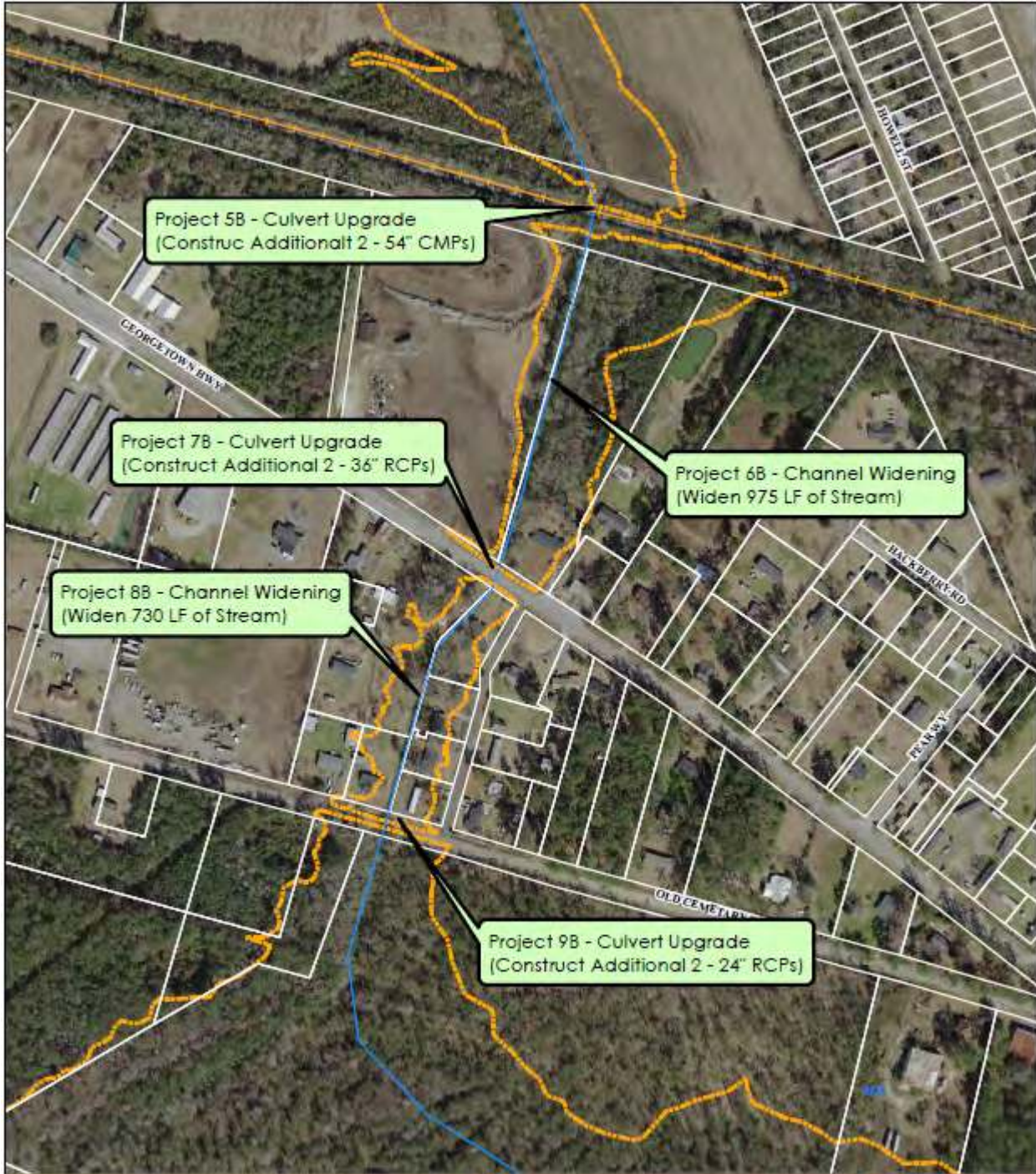
C.2. Statement of verification: The project components described in this engineering report are consistent with the EDA investment project description that is provided in Section B2 of form ED-900.

C.3. Project location drawings:

FIGURE 2: East Andrews Project Components, downstream of CSX RR



FIGURE 3: East Andrews Drainage Improvement Project, upstream of CSX RR



The proposed conditions model predicts making the downstream improvements and subsequently making the upstream improvements will successfully resolve the flooding issues that plague this community.

C.4. Feasibility Analysis:

A Feasibility Analysis of each of the nine components to this East Andrews Drainage Improvement Project was completed. Both culvert installation and channel widening components require NPDES permits, Army Corps of Engineer (ACOE) permit, and a SCDOT Encroachment permit. A Georgetown County Land Disturbance permit is also required on the channel widening if the total land disturbance equals 0.5 acres or more. Permission from the CSX Railroad is required for the proposed culvert upgrade under the railroad.

The National Wetland Inventory maintained by the U.S. Fish and Wildlife Service showed extensive wetlands reaching from North Street to the CSX Railroad crossing. For the purposes of this preliminary report, it is assumed that a certified wetland delineation will match closely to the National Wetland Inventory, and that both channel widening projects (Projects 2 and 4) will require wetland permitting with possible mitigation requirements.

The channel widening project components require easements to complete installation that the analysis shows can reasonably be acquired. Permission from CSX RR to construct a new culvert will be required and should be achievable.

C.5. Proposed method of construction:

Georgetown County Public Services is presenting and plans to bid all nine elements of the East Andrews Drainage Improvement Project as one project. Bids will be received in accordance with the Georgetown County Procurement Ordinance-2008-9, outlining the County's competitive bid process.

C.6. Number of construction contracts:

The County anticipates one contract to be issued to a qualified bidder.

C.7. Construction Cost Estimate

The budget proposed for the East Andrews Drainage Improvement Project is detailed and specific for each of the nine project components. Special consideration is given to wetland mitigation and CSX Railroad permission as both have to be determined at the design level, but provided herein. The project construction estimate as shown in Table 1, details the cost for each of the nine project components.

TABLE 1: East Andrews Drainage Improvement Project Cost Estimate

Preliminary Cost Estimate						
Project	Description	Qty	Unit	Unit Cost	Estimated Construction Cost	Subtotal
C						
1.1	Reinforced Concrete Box Culverts across North Street (72"W X 36"H) - 4 Required @85 LF Each	340	LF	\$ 1,600.00	\$ 544,000	
1.2	Asphalt Removal and Full Depth Patch for Open Cut-North Street (50L X 40W)	2000	SF	\$ 30.00	\$ 60,000	
1.3	2' Asphalt Overlay SCDOT Type B HMA (100L X 40W)	4000	SF	\$ 10.00	\$ 40,000	
1.4	Thermoplastic Striping CL, Edge and Lanes with Raised Pavement Markers (RPMs)	800	LF	\$ 12.00	\$ 9,600	
2.1	Mass grading and excavation for stream widening	2500	LF	\$ 215.00	\$ 537,500	
2.2	Clear and grub for stream widening	4.6	Acre	\$ 5,000.00	\$ 24,000	
2.3	Hydroseed, Soil stabilization and Erosion Control	1.0	LS	\$ 32,000.00	\$ 32,000	
3.1	72" RCP crossline under Gapway Road	90	LF	\$ 1,100.00	\$ 99,000	
3.2	Asphalt Removal and Full Depth Patch for Open Cut-Gapway Road (200L X 40W)	800	SF	\$ 30.00	\$ 24,000	
3.3	2' Asphalt Overlay SCDOT Type B HMA (50L X 40W)	2000	SF	\$ 10.00	\$ 20,000	
3.4	Thermoplastic Striping CL, Edge and Lanes with Raised Pavement Markers (RPMs)	400	LF	\$ 12.00	\$ 4,800	
4.1	Mass grading and excavation for stream widening	3100	LF	\$ 215.00	\$ 666,500	
4.2	Clear and grub for stream widening	5.7	Acre	\$ 5,000.00	\$ 28,500	
4.3	Hydroseed, Soil stabilization and Erosion Control	1.0	LS	\$ 43,000.00	\$ 43,000	
5B.1	Bore and Jack 72" Casing with 54" Carrier Pipe under CSX Railroad (2 Required @220LF each)	440	LF	\$ 1,800.00	\$ 792,000	
5B.2	Concrete Pipe Headwalls for Inlet and Outlet with Riprap	4	Each	\$ 9,000.00	\$ 36,000	
6B.A	Mass grading and excavation for stream widening	975	LF	\$ 215.00	\$ 209,625	
6B.B	Clear and grub for stream widening	1.8	Acre	\$ 5,000.00	\$ 9,000	
6B.C	Hydroseed, Soil stabilization and Erosion Control	1.0	LS	\$ 24,000.00	\$ 24,000	
7B.1	36" RCP crossline under Georgetown Road (2 Required @90 LF Each)	180	LF	\$ 400.00	\$ 72,000	
7B.2	Asphalt Removal and Full Depth Patch for Open Cut-Georgetown Rd. (20L X 40W)	800	SF	\$ 30.00	\$ 24,000	
7B.3	2' Asphalt Overlay SCDOT Type B HMA (50L X 40W)	2000	SF	\$ 10.00	\$ 20,000	
8B.A	Mass grading and excavation for stream widening	730	LF	\$ 215.00	\$ 156,950	
8B.B	Clear and grub for stream widening	1.3	Acre	\$ 5,000.00	\$ 6,500	
8B.C	Hydroseed, Soil stabilization and Erosion Control	1.0	LS	\$ 18,000.00	\$ 18,000	
9B.1	24" RCP crossline under Old Cemetery (2 Required @90 LF Each)	180	LF	\$ 200.00	\$ 36,000	
9B.2	Asphalt Removal and Full Depth Patch for Open Cut-Old Cemetery (20L X 40W)	800	SF	\$ 30.00	\$ 24,000	
9B.3	2' Asphalt Overlay SCDOT Type B HMA (50L X 40W)	2000	SF	\$ 10.00	\$ 20,000	\$ 3,580,975
Permitting						
P.1	General Permitting	1	LS		\$ 50,000	
P.2	CSX Railroad Permit & Inspector	1	LS		\$ 90,000	\$ 140,000
Engineering						
E.1	Survey and Conceptual Design	1	LS		\$ 107,429	
E.2	Final Design	1	LS		\$ 179,049	
E.3	Competitive Bidding (Bidding Services)	1	LS		\$ 20,000	
E.4	Construction Engineering & Inspection (CEI)	1	LS		\$ 107,429	\$ 413,907
Administration						
A.1	Administration	1	LS		\$ 29,000	\$ 29,000
Easements						
L.1	Easement Preparation and Acquisition Services	1	LS		\$ 96,000	
L.2	Easement Purchase	1	LS		\$ 75,000	\$ 171,000
TOTAL PROJECT COST:						\$ 4,334,882

C.8 Real property acquisition:

The budget for the proposed East Andrews Drainage Improvement Project includes the acquisition of real property for the channel widening components. A certified appraiser will complete a current fair market for the properties that will need to provide a permanent easement for the channel widening components.

C.9 Permits required for the proposed project:

The following table details the easements and permits required for each of the nine components that will be sought as part of the design portion of the East Andrews Drainage Improvement Project.

TABLE 2: East Andrews Drainage Improvement Project Easements and Permits

East Andrews Drainage Improvement Project			
Project Component #	Description	Easement Required	Permits Required
1	install 4 - 36"x72" box culverts	No	ACOE, NPDES, CZC, SCDOT
2	channel widening	Yes -6	ACOE, NPDES, CZC
3	install 1- 72" Box Culvert	No	ACOE, NPDES, CZC, SCDOT
4	channel widening	Yes -1	ACOE, NPDES, CZC
5	install 2 - 54" RCP	No	ACOE, NPDES, CZC, RR
6	channel widening	Yes -1	ACOE, NPDES, CZC
7	install 2 - 36" RCP	No	ACOE, NPDES, CZC, SCDOT
8	channel widening	Yes -4	ACOE, NPDES, CZC
9	install 2 - 24" RCP	No	ACOE, NPDES, CZC, SCDOT

C.10 Estimated project schedule:

The East Andrews Drainage Improvement Project will have a detailed project schedule in order to design, permit, bid, and construct the project. A proposed project schedule from design through construction can be seen below in Table 3.

TABLE 3: East Andrews Drainage Improvement Project Schedule

East Andrews Drainage Improvement Project Schedule		
Task No.	Description	Period (Months)
1	Conceptual Design	5
2	Survey, Detail Design	6
3	Permitting and Easement Acquisition	6
4	Bidding and Award	2
5	Construction and Close Out	14
Total		33

C.11 Overall project breakdown:

The proposed project costs and tasks are provided in Table 4, East Andrews Drainage Improvement Project Cost Classifications.

Table 4: East Andrews Drainage Improvement Project Cost Classifications

Project Cost Classification Estimates	
Description	Subtotal
Construction	\$ 3,580,975
Permitting	\$ 140,000
Engineering	\$ 413,907
Easements	\$ 171,000
	\$ 4,305,882



STATE OF SOUTH CAROLINA)
)
 GEORGETOWN COUNTY)

PROFESSIONAL
 SERVICES
 CONTRACT

This AGREEMENT is made and entered into between the COUNTY OF GEORGETOWN, a political subdivision of the State of South Carolina, whose Administrative Office is located at 129 Screven Street, Georgetown, S.C. 29440 (“County”), and _____ whose Administrative Office is located at _____ (“Provider”).

This Contract for Professional Services (“Contract”) is dated this _____ day of _____, 2021, and shall have an Effective Date of the ___ day of _____, 2021 (the “Effective Date”).

1. GENERAL TERMS OF CONTRACT

- 1.1. Headings: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.
- 1.2. Time of Performance: The timely performance by Provider of the services described in this Contract is of the essence, and shall commence on the Effective Date. Failure to perform timely, except for cause occasioned by Act of God, shall permit County to declare this Contract voided and of no further effect.
- 1.3. Arbitration: This contract is not subject to arbitration.
- 1.4. Dispute Resolution: If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the South Carolina Circuit Court in Georgetown, South Carolina.
- 1.5. Merger, Amendment, and Waiver: This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between County and Provider concerning the scope of work described herein. The Scope of Services described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of County and Provider. Forbearance by County from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle Provider to rely upon such forbearance in the event of another similar breach by Provider of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.

1.6. Compliance with EEOC and other State and Federal Laws: To the extent set forth in the respective statutes, Provider shall comply with the provisions of:

- 1.6.1. Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq);
- 1.6.2. Title VII of the Civil Rights Act of 1964;
- 1.6.3. Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324);
- 1.6.4. Age Discrimination Act of 1975;
- 1.6.5. Section 504 of the Rehabilitation Act of 1973;
- 1.6.6. Title I of the Americans with Disabilities Act of 1990;
- 1.6.7. Civil Rights Restoration Act of 1987;
- 1.6.8. 49 CFR Part 21;
- 1.6.9. 23 CFR Part 200;
- 1.6.10. USDOT Order 1050.2;
- 1.6.11. Executive Order #12898 (Environmental Justice);
- 1.6.12. Executive Order #13166 (Limited-English-Proficiency);
- 1.6.13. Equal Pay Act of 1963;
- 1.6.14. Fair Labor Standards Act of 1938;
- 1.6.15. Immigration Reform and Control Act of 1986;
- 1.6.16. South Carolina Wages Act, S.C. Code § 37-10-10 et seq; and
- 1.6.17. South Carolina Worker’s Compensation Act, S.C. Code § 42-1-10 et seq.

1.7. By entering into this Contract, Provider affirmatively warrants that Provider is currently in compliance with such laws, and further warrants that during the term of this Contract, Provider shall remain in compliance therewith.

2. SCOPE OF SERVICES:

- 2.1. Provider shall perform those tasks set forth in Exhibit “A” that is attached hereto and is incorporated herein by reference, within the time limits set forth therein. If any term of the Scope of Services set forth on Exhibit “A” shall conflict with the terms of this Contract, then such term as set forth on Exhibit “A” shall not bind County.
- 2.2. All services to be performed by Provider under this Contract shall be performed within the lesser of (a) the term set forth on Exhibit “A”; or (b) the expiration of five (5) years after the Effective Date of this Contract; whichever is the lesser period of time.

3. PAYMENT FOR SERVICES:

- 3.1. The costs of services are set forth in Exhibit “B” of this Contract. Provider’s invoice to County will be on a basis of net 30 days after receipt by County of invoice. Invoices in respect of necessary services rendered by Provider after a notice of termination, as set forth herein shall be fully payable by County as if this Contract continued in full force and effect.
- 3.2. Payment for services not included in the Scope of Services constitute additional charges to County, at rates and intervals to be agreed between County and Provider in a written instrument executed prior to the performance of such services.

4. WARRANTIES OF PROVIDER AND COUNTY:

- 4.1. County warrants that:
 - 4.1.1. County has the lawful authority required under State law and County’s Ordinances to enter into and perform this Contract;
 - 4.1.2. County shall not offer employment to any employee of Provider for a period of two (2) years after the termination, except for cause, of this Contract.
- 4.2. Provider warrants that Provider has:
 - 4.2.1. All necessary licenses and consents required for Provider to enter into and fully perform the Scope of Services set forth on Exhibit “A”, and is in good standing in the State of South Carolina;
 - 4.2.2. All required insurances, including Worker’s Compensation Insurance and General Liability Insurance, to indemnify County against any and all claims arising under or as a result of the performance of this Contract;
 - 4.2.3. No conflict of interest with any other contract with a third party that might cause a claim to arise against County by the entry into or performance of this Contract by Provider.
- 4.3. Provider warrants that Provider shall throughout the term of this Contract:
 - 4.3.1. Perform all tasks required under the Scope of Services with a degree of skill and care of reputable members of the same profession in South Carolina;
 - 4.3.2. Maintain all insurances required by law or this Contract, including worker’s compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth on County’s invitation to bid or Request For Proposal, that formed the basis of the Scope of Services of this Contract.
 - 4.3.3. Properly withhold from all wages, commissions, salaries, and fees paid by Provider to third parties or employees, agents, or sub-Providers of Provider, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;

- 4.3.4. Ensure that any third party, employee, agent, or sub-Provider of Provider shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;
- 4.3.5. Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;
- 4.3.6. Make no offer of employment to any County employee for a period of two (2) years after the termination of this Contract.

5. OWNERSHIP OF PROJECT MATTER:

Unless otherwise agreed between County and Provider, and approved by County's attorney:

- 5.1. All plans, reports, surveys, and other professional work product of Provider concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of County during and at the completion or termination of this Contract;
- 5.2. All materials supplied or loaned by County to Provider during the term of this Contract shall remain the property of County;
- 5.3. All intellectual property provided to County by Provider and originating from this Contract shall become and remain the property of County, and Provider shall not, without the written consent and license from County, use such intellectual property for another commercial purpose;
- 5.4. County shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by Provider in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

6. EARLY TERMINATION OF CONTRACT:

County and Provider shall have the right, upon sixty days written notice, to terminate this Contract, and thereafter County shall have no obligation to pay for services provided to County except up to the effective date of termination of this Contract. In the event Provider exercises its right to terminate this Contract, Provider will not cease services for a reasonable period of time, not to exceed One-Hundred Twenty days, to allow County to procure another Provider.

7. NON-APPROPRIATION:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

8. INDEPENDENT PROVIDER STATUS:

SAMPLE

Provider shall not, by entering into this Contract, become a servant, agent, or employee of County, but shall remain at all times an independent Provider to County. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between Provider and County, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

9. NOTICES TO PARTIES:

All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

9.1. To County:

9.1.1.

Ms. Nancy Silver, Purchasing Officer
Georgetown County
Post Office Box 421270
Georgetown, SC 29442-4200

9.2. To Provider:

9.2.1.

9.3. Form of Notice: All notices required or permitted under this Contract shall be effective:

9.3.1. On the third (3rd) business day after mailing by depositing the notice in the United States Mail, first class postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

9.3.2. On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

10. WAIVER OR FOREBEARANCE

Any delay or failure of County to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of County's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on Provider under this Agreement shall be waived and no breach by Provider shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

11. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

Provider will indemnify and hold harmless the County and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the **Provider**, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable. In any and all claims against the County or any of their agents or employees by an employee of the **Provider**, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for **Provider** under the workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of **Provider** under this paragraph shall not extend to the liability of the County or its agents or employees arising out of the reports, survey, change orders, designs, or specifications.

12. TITLE VI COMPLIANCE:

Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org>.

13. COUNTERPARTS:

To facilitate execution, this Agreement may be executed, including electronically, in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

14. FEDERAL & ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) GRANT CONTRACT PROVISIONS:

Due to the grant funding associated with this project, all EDA requirements will apply to this project as if written out in full herein. Provider must hereby agree to comply with any and all contract provisions as set forth in Section IV E of the "Summary of EDA Construction Standard, August 2016" as well as Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards.

IN WITNESS WHEREOF, the parties have executed this Contract, which shall be deemed to be an original on the Effective Date first above written. To facilitate execution, this Agreement may be executed, including electronically, in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

WITNESS:

PROVIDER NAME

By: _____

Its: _____

COUNTY OF GEORGETOWN

SAMPLE
By: _____

Louis R. Morant

Georgetown County Council Chair

ATTEST:

Theresa Floyd

Clerk to Council

**EXHIBIT A
SCOPE OF SERVICES**

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SAMPLE

EXHIBIT B
PAYMENT FOR SERVICES

- 1) Upon delivery and acceptance of the equipment and/or services in the Scope of Services, the contractor shall submit an invoice, detailing the appropriate charges.

Upon receipt of invoice and upon final inspection and acceptance of the equipment and/or services, the County will render payment within thirty (30) days. Invoices shall be submitted to:

County of Georgetown
Accounts Payable, Finance Dept.
P.O. Box 421270
Georgetown, SC 29442-4200

A completed IRS W-9 form and a current Certificate of Insurance listing Georgetown County as an additional insured must be on file with the Purchasing Department before payment will be issued.

- 2) South Carolina Sales Tax
The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.
- 3) The following pricing shall be used in accordance with the Work in this contract.

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