



# County of Georgetown, South Carolina

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(843)545-3083 · Fax (843)545-3500 · [purch@gtcounty.org](mailto:purch@gtcounty.org)

## REQUEST FOR QUALIFICATIONS (RFQu)

BID NUMBER: 20-046

ISSUE DATE: Wednesday, August 12, 2020

**OPENING DATE: Wednesday, September 2, 2020**

**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: Marine Engineer Consultant Services, IDIQ**

**IMPORTANT COVID-19 NOTICE:** Until further notice all bids **MUST BE** submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <http://www.georgetowncountysc.org/purchasing/default.html> 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 will be conducted virtually. 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:**

Phone

Fax:

E-mail:

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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.



## Time Line: Request for Qualifications

Item	Date	Time	Location*
<b>Advertised Date of Issue:</b>	Wednesday, August 12, 2020	n/a	n/a
<b>Pre-Bid Conference/Site Inspection:</b>	(none)	n/a	n/a
<b>Deadline for Questions:</b>	Wednesday, August 26, 2020	3:00PM ET	n/a
<b>Bids Must be Received on/or Before:</b>	Wednesday, September 2, 2020	3:00PM ET	Electronic
<b>*Bid Opening &amp; Tabulation:</b>	Wednesday, September 2, 2020	3:00PM ET	Virtual
<b>Shortlisted Presentations/Interviews (Tentative):</b>	Wed., Sept. 23 <sup>rd</sup> & Thurs., Sept. 24 <sup>th</sup> , 2020	TBD	Virtual
<b>County Council Consideration (Tentative)</b>	Tuesday, October 13, 2020	5:30PM ET	TBD

\*Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but access to the public may be limited to support social distancing efforts. At the time of this posting, bid openings are being performed virtually 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.

### RFQu #20-046 Marine Engineer Consultant Services, IDIQ Project Description

#### INTRODUCTION

- 1) Georgetown County, SC is soliciting qualifications from marine engineering consulting firms to provide marine engineering and dredging services on an as needed basis, under an indefinite delivery/indefinite quantity (IDIQ) contract. Interested firms / individuals are invited to submit a proposal in accordance with the enclosed requirements.
- 2) The term of any resulting professional services agreement shall be for one (1) year from the effective date of the contract, with optional one (1) year periods thereafter, contingent upon satisfactory appraisal of the previous (1) year period, and pending availability of appropriated funds, not to exceed a maximum of five (5) possible years.
- 3) Projects assigned as the result of any professional services agreement shall be specified in writing by task order, see below for the County's current task order procedures. If it is necessary for the selected firm to retain sub-consultants to perform specific services, identification of those firms and any fees for those services must be contained within the task order.
- 4) 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

marine engineering services on an as needed basis. Services may include, but not be limited to such items as consultation, studies and reports, bathymetric surveys, **project design**, permitting, **river/harbor siltation modeling**, river/harbor siltation modeling, dredging plans, ODMDS design and permitting, bidding assistance, review of shop drawings, and construction inspection. Below is a detailed listing of historical/anticipated scope of services.

- 1) River and harbor siltation study analysis and engineering planning and evaluation of proposed improvements.
- 2) Dredging Master Planning to include design and permitting of an ODMDS site and other alternative dredge material disposal methods, to include Thin Layer Placement.
- 3) Assistance in regulatory compliance and permitting including but not limited to USACE, Office of Coastal Resource Management (OCRM), South Carolina Department of Health and Environmental Control (SCDHEC-Water Quality), South Carolina Department of Natural Resources (SCDNR), National Oceanic and Atmospheric Administration (NOAA), United States Environmental Protection Agency (USEPA), US Fish and Wildlife Service, SC Archives and Natural History.
- 4) Prepare engineering plans and specifications for design of new projects.
- 5) Prepare engineering plans and specifications for alterations, modifications, repair or replacement of existing sites and/or systems.
- 6) Consultation services to include analysis of cost and value engineering of proposed projects.
- 7) Design and permitting of dredging plans and dredge material disposal for channels, marinas and other locations as may be required by the County.
- 8) Assist the county in any other marine related projects as necessary.
- 9) Provide construction inspection services and reports. Provide professional management throughout all phases of a given project including, but not limited to, periodic progress reports/meetings, proper processing of invoices for services, timely processing of project correspondence, and contractor requests for payment and submittals.
- 10) Perform duties as Engineer of Record as needed; and
- 11) Other types of professional and non-professional services of the nature consistent with the intent of this RFQu as so directed by Georgetown County.

## **TASK ORDER PROCEDURES**

- 1) All work performed under any resulting contract will be on an Indefinite Delivery, Indefinite Quantity (IDIQ) basis, and will be assigned by written task order as negotiated and agreed upon between both parties.

- a) The Contractor shall perform work assigned under this Contract as directed in task orders issued by the COUNTY Contracting Officer in accordance with the terms and conditions of the task order or as specified elsewhere in the Contract. Task orders will be executed in writing through a bilateral agreement between the Contractor and COUNTY. Upon execution of task orders, the Contractor shall provide the personnel, facilities, equipment, and other materials and services necessary to perform the work set forth in the task order.
- b) Task orders shall be subject to the terms and conditions of this Contract. In the event of conflict between a task order and this Contract, the Contract shall control.
- c) Task Orders shall be subject to appropriation and availability of funds as described in clause no. 7, "Non-Appropriation" in the General Terms and Conditions included in the Contract. In no event, shall the Contractor be authorized to incur costs under an individual task order in excess of the total amount of funds obligated against that task order. The Contractor shall not exceed the ceiling price approved for each individual task order unless authorized by the COUNTY Contracting Officer in writing by an approved Change Order.
- d) Task orders shall be negotiated. Task orders may be issued from the effective date of this Contract through completion or termination of the Contract. Any task order issued during the effective period of this Contract and not completed within that time shall be completed by the Contractor within the time specified in the task order. The task order and the Contract shall govern the Contractor's and COUNTY's rights and obligations with respect to that task order to the same extent as if the task order were completed during the Contract's effective period.
- e) There is no limit on the number of task orders that may be issued against this Contract, if and when needed.
- f) In the event that fewer direct labor hours or estimated total costs are used by the Contractor accomplishing the prescribed work under individual task orders than were obligated by the executed task orders, the Contractor shall generate a letter addressed to the Project Manager requesting the closure of the task order. The Contracting Officer and Accounts Payable shall be copied. Unused funds shall be restored to the unassigned funds for the Contract. The parties agree that any downward price/cost adjustment shall reflect actual work performed.

As an example of the work to be performed under this agreement, Georgetown County has an immediate need for the following five (5) task orders:

1. Task Order #1-Phase II evaluation for Georgetown Inner Harbor Study:

A marine engineer will be required to partner with Coastal Carolina University to further evaluate a long-term solution to the silting in of the Georgetown Inner Harbor.

Phase II will consist of proposing various methods of reducing the level of silt settling in the inner harbor, introducing those methods into the model developed in phase I and developing a cost estimate for implementation of various solutions.

2. Task Order #2-Prepare a Dredging Master Plan for the Murrells Inlet Estuary, to include the Federal Channel, all main channels, secondary channels as directed by the County and all

marinas. An essential component of the Master Plan shall be the design and permitting of an Offshore Dredge Material Disposal Site (ODMDS) off of Murrells Inlet to provide for economical and long term disposal of dredged material. Thin Layer Placement and/or other alternative dredge material disposal methods shall also be considered, planned and permitted if economically feasible. The consultant shall prepare a written report with associated maps, surveys, calculations, permitting requirements based upon in-depth discussions and coordination with regulatory agencies, recommendations, schedules, cost estimates and other supplemental information as may be required in order for the County to plan and execute the dredging of the estuary. The project work shall include the necessary coordination with the EPA, USACOE, SCDHEC, and all other required permitting agencies as required in order to secure all required permits for the ODMDS. In addition, the consultant shall coordinate with the existing businesses, marinas, and other associated property owners.

3. Task Order #3-The design, permitting, permitting, and overseeing of the **Dredging of Channels and Marinas** outlined in the Dredging Masterplan. This shall include all services as outlined in the task below. It is noted that this will likely require a multi-phased project implementation schedule over a period of years.
4. Task Order #4-Design, plan, permit, assist with bidding and oversee work required for maintenance dredging to be performed as part of the **Marshwalk Dredging Maintenance Project**, to include Access Channels A, B, C, D, Marshwalk Channel, and an area adjacent to the SC Dept. of Natural Resources Boat Ramp (Note: May also include additional nearby participating marinas and channels and areas in the Murrells Inlet estuary at the direction of the County). It is noted that this was previously dredged in 2017 and it is has yet to be determined when re-dredging will be required. The project work shall, at a minimum, include the necessary coordination with SCDHEC, USACOE, the existing businesses and other associated property owners. In addition, the consultant shall establish all considerations and constraints, develop a proposed plan for maintenance dredging as well as a piping, dewatering and disposal plan(s) at a location(s) to be determined by the County. Consultant shall assess the capital and maintenance costs for a period of 10 years or as directed by the County. Professional services to be provided include, but may not be limited to: Planning; Permitting; Hydrographic Surveys, Sediment Sampling, Design, Preparation of Dredging Contract Documents (plans and specifications), Cost Estimation and Dredging Administration/ Oversight.

### **Project Objectives**

#### **Planning and Design:**

The Consultant shall, at a minimum, provide / prepare the following:

- Master Planning (Task #2 above)
  - Evaluate areas to dredged
  - Evaluate potential environmental impacts
  - Evaluate potential benefits
  - Coordinate with Stakeholders (Public & Private)
  - Master Plan Report
    - To include associated maps, surveys, calculations, permitting requirements, recommendations, schedules, cost estimates and other supplemental information

- ODMDS Design and Permitting
  - To include the necessary coordination with and permitting from the EPA, USACOE, SCDHEC, and all other required permitting agencies.
  - Consultant shall experience with Inshore Open Disposal and/or Offshore Dredged Material Disposal Sites (ODMDS) permitting
- Dredging Design (Tasks #3 and #4 above)
  - An assessment of the proposed areas identifying boundaries, depths, easements, contract limit lines, survey and topography, hydrographic surveys, location and volumes of material to be removed. Provide field data on the location of any existing drainage and utility services, both public and private. Confirmation of the feasibility, engineering, environmental and economics of the dredging project.
  - If required in the absence of an ODMDS permit, identify and evaluate upland disposal site(s) to be used for dewatering. This include associated pipeline(s) (influent and return lines) and easements from the creek to the dewatering site.
  - Determine potential constraints / requirements as may be imposed on the proposed area such as: pumping containment and effluent water back to the creek and any special outlet works needed to accomplish this; affects of any zoning ordinance that may have affect the dredging project; all other limiting constraints that must be placed on the dredging project and coordinate with the USACOE and the County.
  - A CPM schedule depicting the chronology of all activities together with the appropriate durations and resources. The schedule will be monitored and updated during the dredging.
  - An engineer's estimate of probable costs for the work associated with the dredging project(s).
  - Coordinate with County staff and stakeholders (as requested) for Public Meetings.
- Other Marine related services (Task #5 above)
  - Assist the county in any other marine related projects as necessary.
  - May include, but not limited to, general consulting, cost estimations, design, permitting, coordination, engineering services during construction, etc.

**Permitting:**

The consultant will work with and coordinate the County's input to the USACOE in the preparation of the requisite Public Notice and all issues necessary to obtain a final Record of Decision (Permit). This includes, but may not be limited to:

- Master Plan Permitting (Task #2)
  - ODMDS
    - Locations to be dredged
    - Quantities to be dredged
    - Coordination with stakeholders and the General Public
    - ODMDS Disposals Site evaluations and alternative analyses
    - Sediment Transport Modeling as required by the permitting agencies
    - Sampling and Testing as required for permitting.
    - Coordination with permitting and commenting agencies, to include but not limited to:
      - USACE
      - SCHEC-OCRM
      - SCDHEC-Water quality
      - NOAA
      - SCDNR

- USEPA
  - US Fish and Wildlife Service
  - SC Archives and Natural History
- Thin Layer Placement and other alternative dredge material disposal methods
  - Quantities to be placed/disposed using alternative method.
  - Coordination with stakeholders and the General Public
  - Disposal Site evaluations
  - Sampling and Testing as required for permitting
  - Coordination with Coordination with permitting and commenting agencies as listed above.
- Dredging Permitting (Tasks #3 & #4)
  - Includes the permitting required for the dredging of all canals and marinas outlined in Dredging Master Plan.
  - Includes the permitting of the maintenance dredging to be performed on the Marshwalk Dredging Maintenance Project (Access Channels A, B, C, D, Marshwalk Channel, an area adjacent to the SC Dept. of Natural Resources Boat Ramp), and additional participating marinas, channels and areas in the Murrells Inlet estuary at the direction of the County.
  - Attendance at all meetings as may be required by the USACOE and all other reviewing and permitting agencies (etc.) and the County throughout the permitting process.
  - Preparation of design drawings and specifications and such other data / information as may be required by the USACOE, etc. and the County for the preparation of the Public Notice. Provide assistance to the USACOE, etc. and the County with the preparation of responses to comments received during the Public Notice period.
  - Providing assistance to the USACOE and the County in preparing for and attending a Public Hearing.
- General Permitting (Task #5)
  - All permitting as may be required for any other marine engineering related task or service as may be required by the County

**Final Design and Preparation of Contract Documents:**

The consultant shall, at a minimum, prepare / provide the following:

- A detailed set of Contract Documents depicting the dredging and the ODMDS outfall pipeline and the disposal site, including all drawings, specifications, unit price bid schedule, written scope of work and all other documents as may be necessary to successfully obtain the applicable regulatory permits and satisfy local zoning and permitting ordinances. (Note: In the case where the ODMDS outfall is not approved, an alternate uplands disposal/dewatering site shall be designed).
- Same scope listed above for Thin Layer Placement or other alternate dredge material disposal method.
- Pipeline easements (if required) shall be delineated for review and to determine the possible need for any modification.
- Development of a Final Cost Estimate based upon the Unit Price Schedule of Values.
- Preparation of a final dredging schedule containing the most current conditions and activities allowing for all reviews and approvals by the County, local and regulatory agencies.
- Attendance at any pre-bid conference including being prepared to respond to all questions in connection with the Contract Documents.



- Submit to the County Purchasing Officer written responses to all questions submitted during any bidding process / advertisement period and prepare the applicable Addendum(s).
- Contract Documents suitable for Public Bidding. Drawings and specifications shall be prepared in accordance with current, standard and accepted practices. Drawings shall be prepared on 24 inch x 36 inch sheet size with a scale to be approved by the County. The plans will be sealed by a Professional Engineer registered in the State of South Carolina. At a minimum, six (6) print sets of the final plans are to be delivered to the County. In addition to hard copies, all drawings should be submitted to the County in AUTOCADD DWG file format, and all technical specifications shall be prepared utilizing the current version of MS Word and submitted on a CD in PDF format.

**Contract Administration / Oversight:**

The consultant shall assist the County with the administration of the Dredging and ODMDS Disposal contract(s) including, but not limited to:

- Attendance at any pre-bid conference(s).
- Reviewing contractor’s application for payment and providing appropriate recommendations to the County.
- Providing written responses to all Requests for Information (RFI) submitted by the contractor during the construction phase of the work.
- Reviewing and taking appropriate action on contractor’s submittal of any drawings, samples or other items as may be specified in the Contract Documents.
- Preparing Change Orders for approval and execution.
- Reviewing of and advising the County on the progress and quality of work performed and conformance with applicable regulatory requirements (this may include no less than weekly visits to the dredging site (and disposal site as needed).
- Conducting inspections, as may be necessary, to determine the pending completion of work and preparing a list of incomplete, unsatisfactory items and a schedule for their completion (this may include no less than weekly visits to the dredging and disposal site.
- Determining the final completion of the work and insuring that all Dredging and ODMDS project documents, guarantees, warranties, bonds and associated project documents are delivered to the County.
- Notes:
  - The above scope of work shall also apply to Thin Layer Placement or other alternate disposal method as well as to any other marine project as may be required by the County.
  - The above scope will likely require multiple phases over many years, resulting in multiple task orders as required to meet the permits and funding requirements.

**Site Inspections:**

For any given project, the Consultant is expected to conduct a site inspection and to acknowledge that they have taken steps reasonably necessary to ascertain the nature and location of the work, and that they have investigated and satisfied themselves as to the all the conditions that can affect the cost of the work. Any additional costs that the Consultant may incur as a result of failing to make such a complete investigation will be borne by the Consultant.

Factors to consider may include but are not limited to:

- Dimensions at the sites.
- Soil and subsurface conditions.
- Surface drainage.

- Environmental issues.
- Access into and out of the site.
- Circulation throughout the site.
- Available space.
- Materials and equipment delivery routes.
- Material storage and staging locations.
- Office trailer or office space.
- Temporary power and lighting locations.
- Presence of utilities.
- Relocation of utilities.
- Site Layout/surveying.
- Potential coordination with others.
- Use of adjoining and nearby properties.
- Adjacent or nearby structures.
- Anticipated weather problems.
- Safety issues or concerns.
- Security issues or concerns.
- Feasibility of deadline.
- Availability of resources.
- Other factors as dictated by the project at hand.

The above factors should not be considered a comprehensive list for any given project. No plea of ignorance of conditions that exist on the site of the work, or difficulties encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Consultant to fulfill in every detail all of the requirements set forth therein, or as a basis for any claim whatsoever.

## **RFQu SUBMITTAL REQUIREMENTS**

### 1) **Requirements**

Proposals from qualified individuals or firms shall include, at a minimum, the following items:

#### a) **General**

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. 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) **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 d) 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.
- c) Describe your background and history, including the number of years in business and the scope of service currently provided to clients. Include a statement describing why you are qualified to perform the work outlined in this RFQ and detailing the proposed approach to performing this work.
  - d) Describe your experience and current practice in providing engineering services to governmental entities, including the names of current government clients. Describe your experience providing advice and services to 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 for the services described.
  - e) 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 certain types of work, or work capacity limitations.
  - f) The name of the person(s) authorized to represent the respondent in negotiating and signing any agreement which may result from the proposal.
  - g) Names and resumes of the specific individual(s) who will serve as engineers under this contract to include a description of qualifications, skills, and their general responsibilities.
  - h) A statement that the Proposal addresses all terms and conditions of this RFQ.
  - i) The successful offeror must provide proof of insurance as indicated in the following Instructions for Proposers section.
  - j) The County requests at least three (3) references (please include names and contact information), preferably of current/former governmental clients, for which similar services have been provided.
  - k) A list of the tasks, responsibilities, and qualifications of any sub-consultants proposed to be used on a routine basis. Proof of adequate professional liability insurance for any sub-consultants must be provided before work begins.
  - l) Written affirmation that the 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.
  - m) Confirmation that the respondent is a marine engineer licensed to work in the State of South Carolina.

**CONFIDENTIAL COST PROPOSALS (SHORTLISTED FIRMS ONLY)**

Upon notification, all shortlisted firms must provide a confidential cost proposal mailed directly to the Purchasing department to the following address which shall be scheduled to be received by the Purchasing Officer prior to the scheduled presentation/interview date. This will only be required from the shortlisted firms and will be used to begin negotiations with the highest qualified firm(s) after final ranking is completed. Cost proposals shall include any and all applicable salary rate structures and the firm's costs for any administrative fees. The final negotiated rates will become part of the contract and be used to verify future task order project costs. Any unopened cost proposals will be returned back to the Proposer.

Mailing Address:

Georgetown County  
Attn: Nancy Silver, Purchasing Dept.  
P.O. Box 421270  
Georgetown, SC 29442

Physical Address:

Georgetown County  
Attn: Nancy Silver, Purchasing Dept.  
129 Screven St.  
Georgetown, SC 29440

## **PROPOSAL EVALUATION**

### **1) Minimum Qualifications**

The County will review proposals received to determine whether or not the respondent meets the following minimum qualifications:

- a) An engineer licensed to work in the State of South Carolina. The county would prefer that the Consultant has a minimum of three (3) years of project management experience for a City, County or State Municipality.
- b) An Equal Opportunity Employer and otherwise qualified by law to enter into a professional services agreement with the County.

### **2) 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 Marine Engineer Consultant Services for Georgetown County.

### **3) Waiver of Informalities**

The County reserves the right to waive minor informalities contained in proposals, when, in the County's sole judgment, it is in the County's best interest to do so.

### **4) Incurring Costs**

The County accepts no liability for any costs incurred by respondents in the preparation, submittal, or presentation of the proposals or supplemental materials.

### **5) 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. **The County may enter into contracts with more than one engineering firm.**

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.

6) **Ranking of Criteria**

Consultants will be evaluated on the following criteria:

**Maximum  
Points**

- 
- |    |   |                  |
|----|---|------------------|
| A. | <u>Project Understanding:</u> <ol style="list-style-type: none"><li>1. Comprehension of the Scope of Services</li><li>2. Awareness of the County's need</li><li>3. Familiarity with the project</li><li>4. Overall interest in the project</li></ol>  | <u>10 points</u> |
| B. | <u>Project Team and Staffing Qualifications:</u> <ol style="list-style-type: none"><li>1. A combination of experience, education, and background in undertaking similar type projects</li><li>2. Level of involvement by firm's principals</li><li>3. Ability to assign qualified staff responsibility and time</li></ol>   | <u>25 points</u> |
| C. | <u>Experience:</u> <ol style="list-style-type: none"><li>1. Relevant technical experience</li><li>2. Relevant projects completed</li><li>3. County's prior experience with the consultant</li><li>4. References</li></ol>   | <u>20 points</u> |
| D. | <u>Capabilities:</u> <ol style="list-style-type: none"><li>1. Capability of developing innovative or advanced techniques</li><li>2. Past performance on related assignments</li><li>3. Stature in industry</li></ol>  | <u>20 points</u> |
| E. | <u>Local Sensitivity:</u> <ol style="list-style-type: none"><li>1. Governmental and regulatory agency familiarity</li><li>2. Knowledge of the local area</li><li>3. Location of individual/firm with respect to the general geographic area of the County of Georgetown, and the ability to provide local oversight as needed without excessive travel time and expense</li></ol> | <u>15 points</u> |
| F. | <u>Financial Responsibility, Budgeting, and Scheduling:</u> <ol style="list-style-type: none"><li>1. Outline of project schedule</li><li>2. Cost control techniques</li><li>3. On time/within budget</li><li>4. Ability to complete the project on time</li></ol>   | <u>10 points</u> |

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**Instructions for Proposers**  
**RFQu #20-046**  
**Marine Engineer Consultant Services, IDIQ**

**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](mailto:nsilver@gtcounty.org)

2. Sealed bids to provide **Marine Engineer Consultant Services, IDIQ** 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. **Inclement Weather/Closure of County Courthouse**  
**Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but are limited to the public. Bid openings may occur from an alternate secure and/or remote location as needed.**
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 “Marine Engineering Services”, “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](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 repaid 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](http://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 **Marine Engineer Consultant Services, IDIQ** 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 Term Contract with firm pricing and delivery under which the department may place orders as needed. The right is reserved to extend the use of this contract to any County Department.

28. **TERMS OF AGREEMENT / RENEWAL**

The initial term of any resulting contract shall be for a period of one (1) calendar year, effective from date of contract award. The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year. The County reserves the right, at its sole option, to renew the contract for four (4) additional consecutive terms, contingent upon satisfactory performance in the prior period, not to exceed a maximum term of five (5) years total.

29. **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.

30. 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.

31. 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.

### 32. 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#empl>

### 33. 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.

### 34. 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.

### 35. 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.

### 36. 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.

37. South Carolina Sales Tax

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

38. Assignment of Contract

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

39. 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.

40. 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

41. 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.

42. Applicable Laws

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

43. 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.

44. 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.

45. Notice of Award

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

46. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #2008-09, 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.

47. 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 #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

48. 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.

49. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for competitive sealed bids. As an alternate, show exact cost for delivery.

50. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

51. 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.

52. 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.

53. 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>

54. 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.

55. 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.

56. 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.

57. 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.
58. 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.
59. Response Clarification  
Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

60. Georgetown County, SC has a Local Vendor Preference Option by ordinance:

**Sec 2-50. Local Preference Option**

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts: (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract; (b) Contracts for professional services except as provided for in section five (§5) above; (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference; (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.

61. 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
- Resident Certification for Local Preference
- 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 fourteen (14) days of written notification of award.

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**Non-Collusion Affidavit/Oath**  
**RFQu #20-046, Marine Engineer Consultant Services, IDIQ**  
**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 \_\_\_\_\_, 2020

\_\_\_\_\_  
 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)



## RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE

### MANDATORY RFQu SUBMISSION FORM

WHEREAS, Georgetown County Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the County through its established procurement procedures.

THEREFOR pursuant to Georgetown County, SC Ordinance #2014-02 as adopted, §2-50 Local Preference Option, the Georgetown County Purchasing Officer requests each offeror provide Residence Certification. The Local Preference Option provides some restrictions on the awarding of governmental contracts; provisions of which are stated below:

#### **Sec 2-50. Local Preference Option**

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.

5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
6. Local preference shall not apply to the following categories of contracts:
  - (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract;
  - (b) Contracts for professional services except as provided for in section five (§5) above;
  - (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
  - (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
  - (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

I certify that [Company Name] \_\_\_\_\_ is a

**Resident Bidder** of Georgetown County as defined in Ordinance #2014-02, (see §1. above) and our local place of business within Georgetown County is: \_\_\_\_\_

I certify that [Company Name] \_\_\_\_\_ is a

**Non-Resident Bidder** of Georgetown County as defined in Ordinance #2014-02, and our principal place of business is \_\_\_\_\_ [City and State].

(X) \_\_\_\_\_  
Signature of Company Officer



**MANDATORY BID SUBMITTAL FORM**  
**RFQu #20-046**  
**Marine Engineer Consultant Services, IDIQ**

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 three (3) 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:	



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 fourteen (14) 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. 20-046 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](http://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".



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 \_\_\_\_\_, 2020, and shall have an Effective Date of the \_\_day of \_\_\_\_\_, 2020 (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:**

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 (3<sup>rd</sup>) 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**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:** \_\_\_\_\_

John Thomas  
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  
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.

- 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) Progress Payments

Contractor's Application for Payment shall be submitted to the Owner on such other form as may be mutually agreed upon. The period covered by each Application for Payment shall be not less than one calendar month. The Owner shall make progress payments to the Contractor on undisputed amounts certified by the Architect or the Owner's Representative within twenty-one (21) days from receipt of the Application for Payment by the Owner in accordance with Title 29, Chapter 6 of the Code of Laws of South Carolina, 1976, as amended.

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