



REQUEST FOR PROPOSALS

Military Installation Resilience Review of MCAS Beaufort, MCRD Parris Island, and the Surrounding Areas

RFP#: P101

Proposal Due Date: **January 20, 2021**
3:00 P.M.

DECEMBER 2020

LOWCOUNTRY COUNCIL OF GOVERNMENTS
PO Box 98 | 634 Campground Road, Yemassee, SC 29945
www.Lowcountrycog.org

REQUEUST FOR PROPOSALS

RFP#: P101

This RFP is available in its entirety in electronic form via the Lowcountry Council of Governments (LCOG) website at www.lowcountrycog.org/solicitations. You are responsible for sending your name, address, email address, and telephone number to the RFP Coordinator for your organization to receive any RFP amendments or bidder questions/agency answers.

You may also obtain a copy of the RFP by submitting a written request to the RFP Coordinator, Stephanie Rossi, Lowcountry Council of Governments, srossi@lowcountrycog.org, Phone: 843-473-3958.

A pre-proposal conference will not be held for this project.

PROJECT TITLE: Request for Proposal for Consultant to Conduct a Military Installation Resilience Review of MCAS Beaufort, MCRD Parris Island and the Surrounding Areas.

PROPOSAL DUE DATE (Opening Date/Time): January 20, 2021, 3:00 pm.

RETURN PROPOSAL TO: RFP Coordinator, Stephanie Rossi, Planning Director, Lowcountry Council of Governments via email at srossi@lowcountrycog.org

EXPECTED TIME PERIOD FOR CONTRACT

February 28, 2021 to February 28, 2022. Lowcountry Council of Governments reserves the right at its discretion to extend the contract up to three additional months.

CONSULTANT ELIGIBILITY: This procuremet is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in the Lowcountry COG Region.

MUST BE SIGNED TO BE VALID

By signing this proposal, I certify, that we will comply with all requirements of Section 44-107-10, ET Seq., relating to the S.C. Drug-Free Workplace Act.

AUTHORIZED SIGNATURE		PRINTED NAME		DATE
COMPANY			STATE VENDOR NO. (IF KNOWN)	
MAILING ADDRESS			SOCIAL SECURITY OR FEDERAL TAX NO.	
CITY	STATE	ZIP CODE	PHONE	
EMAIL ADDRESS (Please Provide)			CONTRACT NO.	
ACCEPTED BY STATE OF SOUTH CAROLINA AS FOLLOWS:				
BUYER				DATE

MMO NO. 001 (REV 7/01)

PART I

GENERAL INFORMATION

- A. The RFP Coordinator is the sole point of contact for this procurement. All communication between the proposer and Lowcountry COG upon receipt of this RFP shall be with the RFP Coordinator Stephanie Rossi, Planning Director, Lowcountry Council of Governments, srossi@lowcountrycog.org, 843-473-3958. Any other communication will be considered unofficial and non-binding on the Lowcountry COG. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the proposer.
- B. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
- C. Proposals should be prepared *simply and economically*, providing a straightforward, *concise* description of OFFEROR's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- D. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.
- E. Proposals must provide **90 days for acceptance** by the Lowcountry Council of Governments from the due date for receipt of proposals.
- F. OFFERORS are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
- G. **SUBMISSION OF QUESTIONS:** All questions or request for information must be submitted via email to the RFP Coordinator, Stephanie Rossi, at srossi@lowcountrycog.org and received by **January 8, 2021**. After this date no further questions will be addressed. After all responses have been received, a written response will be mailed to all potential OFFERORS.
- H. **ONE (1) DIGITAL COPY OF YOUR PROPOSAL IS REQUIRED.**
- I. Notice of intended award of contract will be posted on the LCOG website at www.lowcountrycog.org. All bidders will be notified via email.

PART II

SCOPE OF PROPOSAL

Proposals shall include the following information:

1. Proposals must not be more than the equivalent of 15 single-sided 8 ½ by 11-inch pages in length (not counting the front and back covers of the proposal, section dividers that contain no information or SF 330 forms). The font size should be no smaller than 12 pt.
2. Name the prime and subconsultants that will comprise the team and identify the Executive Officer of each company.
3. Identify the proposed Program Manager for the team who will be the sole point of contact for LCOG for day to day operations.
4. List the key personnel with their office location who will participate in performing the scope of work. Provide a brief résumé for each listed team member. (Including subconsultants' key personnel with their office who will be completing a portion of the scope of work).
5. Provide an organizational chart depicting the relationships between the team members and agencies.
6. List three (3) recently performed, relevant projects within the past 5 years that indicate the past performances and abilities of the proposed team. Include a key client contact person for each project with their current daytime phone number.
7. Provide a proposed list of required tasks and milestones to address the provided scope of work.
8. Provide a proposed project schedule that includes the key task activities, duration, milestones and deliverables that will complete the scope of work in the shortest time frame that is responsive to the required review.
9. Provide a flow chart depicting key task activities and sequence.
10. Provide a budget with proposed cost details for the MIR project.
11. Provide Standard Federal Form 330 for the prime consultant and all subconsultants.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful OFFEROR's signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

PART III

INTRODUCTION

- A. **PURPOSE:** The RFP provides interested OFFERORS with sufficient information to enable them to prepare and submit written proposals for consideration by the Lowcountry Council of Governments (LCOG) and the appointed committee of stakeholders.
- B. **PROJECT ADMINISTRATION:** This project will be administered by the Lowcountry Council of Governments (LCOG) for the MCRD Parris Island, MCAS Beaufort, as well as City, County and Town representatives from Beaufort County, City of Beaufort and Town of Port Royal. A Technical Committee will serve as an advisory body to the Policy Committee and is comprised of staff from City and County Departments of Community Development, Public Works, Transportation, Emergency Management, Parks and Recreation and Environmental Policy to assist with data gathering and technical input and review throughout the study process. As appropriate, additional stakeholders may be invited to participate on the Technical Committee.
- C. **FEDERAL FUNDING ACKNOWLEDGEMENT:** The Contract contains Federal funds. The source of these Federal funds is: Department of Defense, Office of Economic Adjustment. The CFDA number is: 12.003. The conditions that apply to all federal funds awarded by the Department are contained within this RFP and following link. Any additional conditions that apply to this particular Federally-funded contract are contained as supplements to Federal Funds and Offerors are to review these conditions. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the Contract. See following link for OEA Specific conditions: <https://www.oea.gov/grant-terms-and-conditions>. The link above provides the following policies, which are made in part of this RFP and resulting contract.
 - 1. OEA General Assistance Agreement Terms and Conditions
 - 2. National Policy Requirements
 - 3. OEA Grant Program – Specific Terms & Conditions

PART IV

SCOPE OF WORK

This RFP is for a Military Installation Resilience Review of MCAS Beaufort and MCRD Parris Island as well as the surrounding communities which provide much of the infrastructure for both military installations. The main purpose of this effort is to determine what changes and improvements to the area's infrastructure are needed and how best to feasibly and realistically implement those recommendations in order to ensure operations continue successfully while dealing with the current and anticipated environmental changes in the communities and areas surrounding the two military facilities.

Military Installation Resilience Review for MCAS Beaufort and MCRD Parris Island and the Surrounding Area

Background

Both, MCAS Beaufort and MCRD Parris Island, are located within Beaufort County, South Carolina. Since 1915, the primary mission of MCRD Parris Island has been to train Marines as the only Recruit Depot on the East Coast. MCRD Parris Island is 8,095 acres in size, with approximately 4,833 acres of salt marsh and is completely bounded by bodies of water and wetlands with access to the mainland provided by a causeway. MCAS Beaufort hosts all east coast-based Marine Corps F/A-18 squadrons as well as the only F-35B training squadron in the United States, serving as the operational base for Marine Aircraft Group 31 (MAG-31). MAG-31 is composed of five F/A-18 Hornet squadrons and one F-35B training squadron.

Although both installations were picked for their ideal strategic locational advantages, meteorological and climatological conditions that have affected the Lowcountry Region in recent years are projected to increasingly do so and to a larger degree. Research, done by and on behalf of LCOG and other organizations, confirms this notation that various conditions, particularly environmental ones, are changing rapidly. As such, they have the potential to endanger the missions and operations of the two facilities in the next decade unless mindful planning to accommodate the anticipated changes is undertaken as soon as possible.

Under the direction of the Lowcountry Council of Governments (LCOG), three main areas of background research have already been undertaken and/or updated and will serve as the foundation for that component of this project:

1. Increased number, severity and probability of natural disasters, including hurricanes, tropical storms, extreme rainfall, inland flooding, drought and wildfires, and resulting increased damage to infrastructure and services interruptions. LCOG is currently updating the Pre-Disaster Hazard Mitigation Plans for the Region, and the University of South Carolina's Hazards and Vulnerability Research Institute has been engaged to assist us in updating the existing (2015) analysis and forecast of future probabilities in the study area of natural hazards. This will include loss information by hazard and social vulnerabilities by location.
2. Other existing and potential events, including pandemics, that will affect military operations and strain the capacity of public utilities and public health facilities (e.g., the hospital, jointly used by both the military and civilian communities.) MCRD Parris Island's recruit training operations, for instance, have been and are still affected by COVID-19.
3. Sea Level Rise (SLR), and increased frequency and dimensions of coastal flooding. With the support of OEA, LCOG undertook a SLR project, completed in early 2017, that concentrated on the impacts of recent and forecast sea level rise on the infrastructure that serves both Parris Island and the Air Station.

As demonstrated in these reports, much of the hard and soft infrastructure needs for both MCRD Parris Island and MCAS Beaufort are provided by the surrounding community and its institutions,

organizations, and local and state governments. These include, but are not limited to, water and sewer, electricity, medical care, and roadways. Additionally, it was determined that Beaufort County, and more recently the adjacent sections of Hampton and Jasper counties, provide a significant portion of the residential, social, economic, educational (from pre-school to post-secondary), retail and other services for the military population. As a result, analyzing and implementing actions necessary to foster, protect, and enhance these military installation's sustainability is a complex issue that requires a wide number and variety of organizations. These organizations range from the military facilities to several local governments to infrastructure and services providers to individual residents and businesses.

Project Objectives

The objective of the Military Installation Resilience Review is to develop strategies to protect the resources necessary to enhance resilience of military installations, defined as the capability of a military installation to avoid, prepare for, minimize the effect of, adapt to, and recover from extreme weather events, or from anticipated or unanticipated changes in environmental conditions, that do, or have the potential to, adversely affect the military installation or essential transportation, logistical, or other necessary resources outside of the military installation that are necessary in order to maintain, improve, or rapidly re-establish installation mission assurance and mission-essential functions.

The Military Installation Resilience Review process is intended to protect and preserve military readiness and defense capabilities while also supporting continued community economic development. It is also intended to enhance civilian and military communication and collaboration while increasing public awareness of the military missions.

The Military Installation Resilience Review process shall include an Implementation Plan, with monitoring responsibilities identified, to ensure the recommendations advanced in the Study are realized. The Implementation Plan shall include a list of specific public and private actions for each study participant organized by their scheduled execution date:

- Short Term (1-3 years)
- Medium-Term (4-10 years)
- Long-Term (11-20 years)

The consultant will work closely with the planning staffs of LCOG and the participating jurisdictions and stakeholders. Specific tasks and expected deliverables that are to be generated from this project shall include but not be limited to the items found below.

Objectives of the Military Installation Resilience Plan include, but are not limited to, the following:

- Identifying critical assets and resources vital to the resilience of both military installations and their operations as well as the continued economic development of the surrounding community.
- Identifying man-made hazards and current as well as future-anticipated climate conditions that pose a threat to present and/or future resilience. Threats will be classified as short, mid-term, and long-term risks.

- Identifying needed improvements in roadways, storm water management, broadband, and other infrastructure vital to military operations.
- Defining and understanding interdependent infrastructure relationships and essential needs.
- Identifying existing and anticipated vulnerabilities as well as the level of impact to military installations, surrounding communities and critical assets.
- Understanding current and future local development patterns.
- Understanding and balancing the natural and hard erosion control structures.
- Development of life-cycle cost analysis for resilient energy technologies and solutions.
- Developing opportunity costs for the implementation of resilient technologies.
- Identifying threats from a "no-build" scenario.
- Develop a Timescale and prioritization for vulnerabilities for risks to operability that identifies short, medium, and long-term risks.
- Developing an implementation plan which contains metrics allowing for success to be measured. The plan is expected to recommend actions for Federal, State, local, non- governmental agencies. Identification of appropriate responsible parties, timelines, estimated costs, and appropriate financing mechanisms to implement the recommendations.
- Development of a monitoring plan and recommendations for an organizational structure and process that promotes sustained participant collaboration on resilience issues beyond completion of this project.

Relevant Previous Work for Reference

Some work has been done in the region related to this project. The following reports can provide reference.

- The [2015 Beaufort County Hazard Mitigation Plan](#). This work is currently being updated and will be available by early 2021. This work includes a natural hazards profile and vulnerability assessment completed by the University of South Carolina's Hazards & Vulnerability Institute (HVRI).
- The [People and the Economy of the Lowcountry 2020](#)
- [Joint Land Use Study](#) (JLUS) Program
- Beaufort Joint Land Use Study: [Sea level Rise and Infrastructure](#)
- [Military Economic Impact Study Assessment](#)

Work Program

The work program will consist of, but not be limited to, the following components:

Task 1: Develop Program Framework – Develop Work Plan

The project team will make any necessary refinements to the Work Plan and administration of the study to ensure coordination with the project sponsor and committees. The Consultant will meet with the project sponsor to review and refine, as

needed, the Work Plan and make any necessary refinements. The consultant will present the final Work Plan before the Policy and Technical Committees for approval.

Task 2: Project Coordination

The Consultant team will work with the LCOG project management and Project Liaison who will provide a point of contact (POC) to coordinate all communication with Federal, State, local agencies, nongovernmental entities, elected officials and the general public. Information concerning the study, including progress reports, meeting agendas and materials, presentations, and draft and final reports will be provided to the project sponsor prior to committee review and prior to public release.

Task 3: Project Initiation

Consultant to hold meeting before the Policy Committee at the beginning of the study to explain the project, goals and objectives. Feedback will be sought, including any conflicts with the installation or military operations, and recommendations for analysis.

Task 4: Stakeholder Workshops

Stakeholder engagement is an integral part of the process. Stakeholder engagement will involve collaborating with military installation personnel, government agencies, interagency experts, non-governmental entities and other relevant stakeholders to ensure existing data and future projected predictions are incorporated as needed. Coordination of the many participant agencies and individuals in order to ensure productive outcomes will be an important component of this project's success.

- a) Project Liaison contracted with LCOG will provide a point of contact (POC) to coordinate all communication with Federal, State, local agencies, nongovernmental entities, elected officials and the general public. The consultant team will coordinate with the Project Liaison on stakeholder engagement activities.
- b) Conduct workshops and follow-up discussions, either in person (depending upon the COVID-19 situation) or via Zoom or equivalent technology, with Military Installation Personnel, Governmental, and Non-Governmental Entities and Relevant Stakeholders. Those stakeholders will include the Coastal Conservation League, the Sea Level Rise Task Force, the Chamber of Commerce and other local and regional organizations.
- c) The Consultant shall provide a strategy to incorporate relevant stakeholders as appropriate for input into recommendations for mitigation strategies.
- d) Information derived from the workshops will be incorporated into proposed recommendations.

Task 5: Identify and Map Military Installation Resilience Threats

Investigate natural and man-made hazards and future-anticipated climate conditions to identify risks to inform the vulnerability assessment.

- a) Collect Geospatial, Environmental, and Relevant Data to Identify Hazards
- b) Information will be collected through leveraging past studies and plans, use of existing data and models (NOAA & SERDP model only), data obtained from military installations, governmental and non-governmental entities and other

relevant stakeholders. Data may be collected to investigate and identify hazards, impacts of risks, extreme weather events, and anticipated and unanticipated changes in environmental conditions on the military installations and surrounding communities. Data will be used to develop visualizations depicting vulnerabilities.

- c) Regardless of the geospatial data format, all geospatial data will include metadata in either the ISO 19139 Metadata Implementation Specification style or the Spatial Data Standards for Facilities, Infrastructure, and Environment-Metadata (SDSFIE-M) style. Metadata records for each dataset will include the minimum required information per metadata style written within the organization's preferred metadata editor software; e.g., Esri's ArcCatalog. For reference purposes only, see SDSFIE Online (<https://www.sdsfieonline.org/>) for more information on geospatial data structures and metadata requirements.

Task 6: Conduct a Vulnerability Assessment

Conduct a vulnerability assessment on military installations and surrounding communities to assess the impact of current threats and future anticipated climate conditions to identify priorities for protection and to inform decision making.

- a) Use Collected Data and Literature to Conduct a Vulnerability Assessment: Map-Out Impacts to Military Installations - Assessing Sectors, Assets, Services and Surrounding Communities
- *A vulnerability assessment will be conducted on the military installations and surrounding communities to evaluate how infrastructure systems, transportation systems, interoperability, communications, water, power, and other relevant sectors may be impacted by identified risks and future projections including but not limited to: sea level rise, flooding, extreme heat, and power outages. The vulnerability assessment will also identify short, medium, and long-term risks for operability of the installations. The Consultant will develop visualizations to depict vulnerabilities.*
- b) Collect and Analyze Capital Improvement Plans
- *Incorporate relevant Capital Improvement Plans into vulnerability assessment to assess risks. Capital improvement plans may improve resilience and built infrastructure. Capital projects identified under this task should be for the primary purpose of or removing a barrier to or enhancing installation resilience.*
- c) Conduct Installations Site Visits and Surrounding Areas
- *The Consultant shall participate in and support, as required, installation tours and community tours. The purpose of the installation and community led tours is for the Policy Committee and Technical Working Group members to gain a more comprehensive*

understanding of the military missions, issues, and resilience constraints to gauge potential recommendations.

- d) Assess Timescale and Prioritize Vulnerabilities for Risks to Operability
 - *The Consultant will incorporate a timescale analysis for the relevant hazards that identifies short, medium, and long-term risks for the operability of the military installations and risks to surrounding communities. The Consultant will develop short, medium, and long-term prioritization of risks.*
- e) Work with Relevant Stakeholders to Understand Vulnerabilities
 - *The Consultant where relevant and necessary, will work with relevant stakeholders to obtain and analyze information to inform the vulnerability assessment. This may include collaboration to understand interdependencies of critical infrastructure, number of customers impacted by outages, and other relevant vulnerabilities.*
- f) Present collected data and mapping to the Technical Working Group(s) and Policy Committee
 - *The completed vulnerability assessment will be presented to the Technical Committee, Policy Committee and specific stakeholder groups to incorporate feedback.*

Task 7: Map-Out Existing Responsibilities/Capabilities of Installations and Surrounding Communities and Suppliers of Infrastructure and Utilities

- a) Identify emergency response capabilities and responsibilities of installations and surrounding communities
- b) Identify existing and backup Leadership responsibilities and capabilities for identified tasks
- c) Identify relevant stakeholders that are involved in the preparedness, mitigation, and emergency response process.

Task 8: Recommend Actions to mitigate Risks that Support Long-Term Resilience and Operability of Military Installations.

Provide Recommendations and Opportunities for Military Installation Resilience Implementation Activities. Provide recommendations to mitigate against identified risks for impacted areas. This may include structural, non-structural, nature-based measures to reduce impact. Measures will be evaluated and prioritized.

Task 8: Prepare Draft Report

The Consultant will prepare a final report on findings and proposed recommendations.

- a) Develop an implementation report that recommends actions for Federal, state, and local government and non-governmental entities. Identify appropriate responsibilities for each entity, estimated costs, financing mechanisms, prioritization and timeline. Propose strategies to promote collaboration on resilience of military installations beyond completion of the project. The report may include the following sections:
 1. Background on the military installations and surrounding communities.
 2. List and explanation of hazards and future climate conditions.
 3. List of existing resources (relevant stakeholders and responsibilities, existing plans, etc.,)
 4. Short, mid-term, and long-term risks.
 5. Recommended implementation strategy. The strategy is anticipated to recommend actions for Federal, State, local, nongovernmental agencies. The Consultant will identify appropriate responsible parties, timelines, estimated costs, and appropriate financing mechanisms to implement the recommendations.
 6. Identification of short, mid-term, and long-term priorities.
 7. A monitoring plan and recommendations for an organizational structure and process that promotes sustained participant collaboration on resilience issues beyond completion of the project.
- b) Present Draft Report to Policy Committee for Comments.
- c) Compile Responses to Draft Report and Update as Needed.
Following the review by the Policy Committee, changes and comments will be incorporated as needed to develop the final report.

Task 9. Final Report

Final Report to be submitted to the committee of stakeholders for approval and distribution. Upon approval, distribute final report to relevant governmental and non-governmental entities and general public. Submit deliverable to study sponsor with any additional supporting documents attached (PDF Only).

PART V

EVALUATION AND SELECTION CRITERIA

Proposals will be distributed to the committee of stakeholders and professional planning staff of LCOG and the participating jurisdictions to be evaluated against the following criteria. Each of the identified criteria has an assigned weight that is used to establish their relative importance in the evaluation process.

Category	Description	Value
Comprehension of Project Needs	Demonstrated knowledge of the work required, explanation of the project, key components, local and regional critical assets, and best practice processes.	15%
	Consultants are encouraged to suggest other requirements, problems, and solutions that may have been overlooked. Evaluation will be based on the information presented in the consultant’s proposal and allocation of time for specific tasks.	
Methodology	Description of how the consultant intends to undertake the delivery of tasks as well as techniques to be used, the technical soundness of stated approach, and overall comprehensiveness of proposed approach	15%
Originality and innovativeness:	Innovative approach to the project that goes beyond the suggested Scope of Work, design, functionality, interactivity, etc. It must be shown how this will be accomplished within the time limits.	10%
Project Team	This includes the team’s qualifications and relevant individual experience, unique qualifications of key personnel, time commitment of key members and the overall strength of the Organization Chart	15%
Experience relevant to project goals and objectives:	Sea Level Rise, Disaster Hazard Mitigation, Climate change, land-use policy and regulations, land use encroachment/conflict resolution, multi-faceted planning and implementation, resilient technologies, Long-Term Resilience and Operability of Military Installations and/or other relevant firm experience related to each deliverable.	20%
Understanding of Military Operations:	Demonstrated knowledge of technical Military Department studies, reports, and plans that define the mission footprint for military operations to support the JLUS planning process. Clear understanding of the implications of the military missions on the surrounding communities, both existing and future. Demonstrated understanding and experience in working with Military Department personnel to support positive and effective dialogue with surrounding local and State government(s).	15%
Schedule:	Ability to follow a schedule that will successfully complete the project within a reasonable time frame.	5%
Budget:	Ability to and demonstrated commitment to meet the project budget and schedule.	5%

PART VI

PERFORMANCE CONDITIONS

- A. The Contract shall be on the basis of a **fixed fee** with a Contract **maximum** for the MIR project preparation components.
- B. The contractor shall be required to assume sole responsibility for the complete effort as required by this RFP. LCOG/LATS will consider the contractor to be the sole point of contact with regard to contractual matters.
- C. A disclaimer statement will appear on the title page of the OEA funded deliverable. It will read: *"This study was prepared under contract with Lowcountry Council of Governments, with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of Lowcountry Council of Governments and does not necessarily reflect the views of the Office of Economic Adjustment."*
- D. **Timing.** The consultant shall complete the project and provide deliverables by **January 14, 2022.**

PART VII

CONTRACTUAL REQUIREMENTS

- 1.0 **FORCE MAJURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
- 2.0 **GOVERNING LAW:** Contractor consents to be governed by Section 11-35-4230 of the South Carolina Code of Laws and agrees that Section 11-35-4230 applies to and governs the Agreement. Contractor waives any objection it may have now or hereafter to the administrative process required by Section 11-35-4230. To the extent that Section 11-35-

4230, by its own terms, does not govern a claim or controversy arising out of or relating to the Agreement, Contractor agrees that any suit, action or proceeding arising out of or relating to the Agreement shall be instituted and maintained only in a state or federal court located in Beaufort County, State of South Carolina. Notwithstanding any other agreement between Contractor and the State, the Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, and any suit, action or proceeding arising out of or relating to the Agreement shall be governed by the laws of the State of South Carolina. Contractor agrees that any act by the State regarding the Agreement is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with Contractor pursuant to the Agreement and the South Carolina Budget & Control Board.

- 3.0 OFFEROR'S QUALIFICATION: OFFEROR must, upon request of LCOG, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The Planning Department reserves the right to make the final determination as to the OFFEROR's ability to provide the services requested herein.
- 4.0 OFFEROR RESPONSIBILITY: Each OFFEROR shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an OFFEROR to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.
- 5.0 AFFIRMATIVE ACTION: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.
- 6.0 TERMINATION: Subject to the Provisions below, any contract resulting from this proposal may be terminated by the Lowcountry Council of Governments, provided a thirty (30) days advance notice in writing is given to the contractor.
- 6.1. Non-Appropriations: Funds for this contract are payable from State and/or Federal and/or Lowcountry Council of Governments appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the Lowcountry Council of Governments

- 6.2. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the Lowcountry Council of Governments without the required thirty (30) days advance written notice, then the Lowcountry Council of Governments shall negotiate reasonable termination costs, if applicable.
- 6.3. Cause: Lowcountry Council of Governments for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.
- a. Default: In case of default on contractor, the Lowcountry Council of Governments reserves the right to purchase any or all items/services in default in open market, charging contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
- 7.0 PRIME CONTRACTOR RESPONSIBILITIES: The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. Lowcountry Council of Governments/Lowcountry Area Transportation Study will consider the contractor to be the sole point of contact with regard to contractual matters.
- 8.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the Lowcountry Council of Governments/Lowcountry Area Transportation Study. The successful OFFEROR will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the OFFEROR.
- 9.0 OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the Lowcountry Council of Governments/Lowcountry Area Transportation Study pursuant to this contract shall belong to the Lowcountry Council of Governments/Lowcountry Area Transportation Study, FHWA/FTA, and SCDOT.
- 10.0 LEGAL OR CONSULTANT SERVICES: If this contract is for legal or consultant services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of South Carolina as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which requires completion of all services. The Provisions shall further require that in the event all services are not fully rendered as provided for in the contract, any Monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve (12) percent penalty".

- 11.0 INDEMNIFICATION: The Lowcountry Council of Governments, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from the negligent performance by OFFEROR of a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the OFFEROR's proposal.
- 12.0 COMPLIANCE WITH FEDERAL REQUIREMENTS: State or Federal requirements that are more restrictive shall be followed.
- 13.0 CONTRACT FORMAT: When applicable, the contractor shall also be required to abide by all the covenants, conditions, responsibilities, terms and stipulations as set forth in the contract format (attachment and accompanying schedules). Said contract format is subject to change prior to final execution of any contract which is awarded subsequent to this Request for Proposal.
- 14.0 DRUG-FREE WORKPLACE: (Note: This clause applies to any resultant contract of \$50,000 or more). The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act. (See Section 44-107-30). This will certify to the using agency your compliance.
- 15.0 PURCHASING LIABILITY: The Planning Department of the Lowcountry Council of Governments is acting under the authority given to it in the Consolidated Procurement Code to procure contracts on behalf of governmental agencies and acts only as their agent in this respect. The resulting contract is between the Lowcountry Council of Governments and the successful OFFEROR and the Planning Department bears no liability for any damages that any party may incur in the execution or enforcement of the contract.
- 16.0 CONTRACT AMENDMENTS: Amendments to any contract between the agency and the contractor must be reviewed and approved by the Lowcountry Council of Governments.
- 17.0 ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Lowcountry Council of Governments.
- 18.0 RECORDS RETENTION & RIGHT TO AUDIT: The State shall have the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, S.C. Code Section 11-35-2220. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

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

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

PART VIII

SPECIAL INSTRUCTIONS

- 1.0 **INTENT TO PERFORM**: It is the intent and purpose that this request permits competition. It shall be the OFFEROR's responsibility to advise the Planning Department of the Lowcountry Council of Governments if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing, and must be received by the Planning Department of the Lowcountry Council of Governments within fifteen (15) days of the date of issue. A review of such notifications will be made.
- 2.0 **RECEIPT OF PROPOSAL**: State law requires that a copy of the proposal be submitted no later than the date and time specified in the Request for Proposal.
- 3.0 **PREPARATION OF PROPOSAL**:
 - 3.1 All proposals should be complete and carefully worded and must convey all of the information requested by the Lowcountry Council of Governments. If significant errors are found in the OFFEROR's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Lowcountry Council of Governments and the Lowcountry Council of Governments alone, will be the judge as to whether that variance is significant enough to reject the proposal.
 - 3.2 Proposals should be prepared ***simply and economically***, providing a straightforward, ***concise*** description of OFFEROR's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - 3.3 Proposals should be submitted via email to Stephanie Rossi, srossi@lowcountrycog.org. No hard copy of the proposal is required.
 - 3.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposal, you are to include this information as a separate appendix to your proposal.

- 4.0 DISCUSSION/NEGOTIATION: By submission of a proposal, OFFEROR agrees that during the period following issuance of a proposal and prior to final award of contract, OFFEROR shall not discuss this Procurement with any party except RFP Coordinator designated in this solicitation. OFFEROR shall not attempt to discuss with or attempt to negotiate with the using Agency any aspect of the procurement without prior approval of the Planning Director.
- 5.0 AMENDMENTS:
- 5.1 VERBAL COMMENTS OR DISCUSSIONS BY THE LCOG RELATIVE TO THIS SOLICITATION CANNOT ADD, DELETE OR MODIFY ANY WRITTEN PROVISION. ANY ALTERATION MUST BE IN THE FORM OF A WRITTEN AMENDMENT TO ALL OFFEROR'S.
- 5.2 If it becomes necessary to revise any part of the RFP, an amendment will be provided to all eligible OFFERORS.
- 6.0 ORAL PRESENTATIONS: OFFERORS may be requested to make oral presentations of their proposals to Lowcountry Council of Governments. Such presentations provide an opportunity for the OFFERORS to clarify their proposals and to ensure a thorough understanding.
- 7.0 FUNDING: The OFFEROR shall agree that funds expended for the purposes of the contract must be appropriated by the Lowcountry Council of Governments within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the OFFEROR shall not prohibit or otherwise limit the Agency's right to pursue and contract for alternate solutions and remedies as deemed necessary by the Agency for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible OFFEROR(s) whose proposal is determined to be most advantageous to the Lowcountry Council of Governments, taking into consideration price, when required, and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received and in all cases, the Lowcountry Council of Governments will be the sole judge as to whether an OFFEROR's proposal has or has not satisfactorily met the requirements of this RFP.
- 9.0 SUBMITTING CONFIDENTIAL INFORMATION:

a. OVERVIEW / APPLICABLE STATUTES: Under the South Carolina Freedom of Information Act ("FOIA"), certain documents an OFFEROR submits to the LCOG may be subject to public disclosure. All references are to the South Carolina Code of Laws, which is available on the Internet at: <http://www.lpitr.state.sc.us/code/statmast.htm>. OFFERORS are urged to become familiar with FOIA (Title 30, Chapter 4 of the Code), the Trade Secrets Act (Title 39, Chapter 8), and the Consolidated Procurement Code (Title 11, Chapter 35). Section 11-35-410 of the Procurement Code exempts certain procurement information from release under FOIA: "[C]ommercial or financial information obtained in response to a 'Request for Proposals' or any type of bid solicitation which is privileged and confidential need not be disclosed. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information. Examples of this type of information would include: (1) customer lists; (2) design recommendations and identifications of prospective problem areas under an RFP; (3) design concepts, including methods and procedures; (4) biographical data on key employees of the bidder."

b. INSTRUCTIONS: In determining whether to release documents, the LCOG will detrimentally rely on OFFEROR's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET". For every document OFFEROR submits in response to or with regard to this solicitation, OFFEROR must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that OFFEROR contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document OFFEROR submits in response to or with regard to this solicitation, OFFEROR must separately mark with the words "TRADE SECRET" every page, or portion thereof, that OFFEROR contends contains a trade secret as that term is defined by the Trade Secrets Act. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. If a portion of a bid or proposal is improperly marked as confidential or trade secret, LCOG may, in its sole discretion, determine it nonresponsive. If only portions of a page are protected, do not mark the entire page.

c. CONSENT TO RELEASE: By submitting a bid or proposal, OFFEROR (1) consents to the release of documents governed by section 11-35-1810 unless OFFEROR conspicuously states otherwise on the cover of its bid or proposal, (2) agrees to the public disclosure of any documents regarding this solicitation submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a bid or proposal, documents submitted to clarify either a bid or proposal, and documents submitted during

negotiations), unless the document is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL", (3) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (4) that, notwithstanding any claims or markings otherwise, any prices used to determine the award are subject to public disclosure. By submitting a bid or proposal, OFFEROR agrees to defend, indemnify and hold harmless the State of South Carolina, it's officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that OFFEROR marked as "CONFIDENTIAL" or "TRADE SECRET".

- 10.0 RIGHT OF NON/COMMITMENT OR REJECTION: This solicitation does not commit Lowcountry Council of Governments to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. Lowcountry Council of Governments reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in its best interest to do so.
- 11.0 RIGHT TO PROTEST: Any OFFEROR desiring to exercise rights under Section 11-35-4210 (Right to Protest) of the South Carolina Consolidated Procurement code should direct all correspondence to Executive Director, Lowcountry Council of Governments, PO Box 98, Yemassee, SC 29945.
- 12.0 DISCUSSION WITH RESPONSIVE OFFERORS: Discussions may be conducted with responsive OFFERORS who submit proposals for the purpose of clarification to assure full understanding of the requirements of the request for proposals. All OFFERORS, whose proposals, in the procuring agency's sole judgment, needing clarification shall be accorded such an opportunity.
- 13.0 PAYMENT FOR GOODS & SERVICES: Payment for goods & services received by the Lowcountry Council of Governments shall be processed in accordance with LCOG procurement policy.

IMPORTANT NOTICE

APPLIES TO NONRESIDENTS ONLY

BIDDER/OFFEROR:

S.C. WITHHOLDING TAX AMENDMENTS

CODE SECTION 12-9-310(A)(2)(3)

Effective July 1, 1994, Section 49, Appropriations Bill, Part II Amended The Above-Referenced Code Section To Eliminate Withholding From Payments To Nonresident Contractors And Rental Recipients If The Nonresident Is Registered Or Registers With The S.C. Department Of Revenue Or The S.C. Secretary of State's Office. The Nonresident Must Provide An Affidavit To Whomever They Are Contracting With To That Effect.

The Affidavit Will Be Retained By The Entity Or Person Letting The Contract To The Nonresident. In The Absence of an Affidavit Being Provided, Withholding Will Be Required (Contracts--2%, Rental Or Royalty Recipients--7% For Corporations, Or 5% For Individuals And Partnerships).

The Filing Of The Affidavit Affirming Registration By The Nonresident Eliminates The Requirement To Withhold By Those Letting Contracts To Nonresident As Well As The Posting Of The Surety Bond By The Non Resident. Enclosed Is An Affidavit And Instructions To Be Used When Contracting With Nonresidents.

Forms To Register For All Taxes Administered By The South Carolina Department Of Revenue May Be Obtained By Calling The License And Registration Section At **803 898-5872** Or Writing The S.C. Department Of Revenue, Registration Unit, Columbia, S.C. 29214-0140.

Instructions - Nonresident Taxpayer Registration Affidavit

Requirements To Make Withholding Payments: Code Section 12-9-310 (A) (3) Requires Persons Hiring Or Contracting With A Nonresident Taxpayer To Withhold 2% Of Each Payment Made To The Nonresident Where The Payments Under The Contract Exceed \$10,000.00 In Any One Calendar Year.

Code Section 12-9-310 (A)(2) Requires Persons Making Payment To A Nonresident Taxpayer Of Rentals Or Royalties At A Rate Of \$1,200.00 Or More A Year For The Use Of Or For The Privilege Of Using Property In South Carolina To Withhold 7% Of The Total Of Each Payment Made To A Nonresident Taxpayer Who Is Not A Corporation And 5% If The Payment Is Made To A Corporation.

Purpose Of Affidavit: A Person Is Not Required To Withhold Taxes With Regard To Any Nonresident Taxpayer Who Submits An Affidavit Certifying That It Is Registered With The South Carolina Secretary Of State Or The South Carolina Department Of Revenue.

Term And Duration Of Affidavit: It Is Recommended That An Affidavit Be Obtained From A Nonresident Taxpayer For Each Separate Contract Or Agreement. Otherwise, The Affidavit Submitted By A Nonresident Tax Payer Shall Remain In Effect For A Period Of Three (3) Years, Or For A Lesser Time If The Person Earlier Receives Notice Of Revocation Of Exemption From Withholding From The S.C. Department Of Revenue.

STATE OF SOUTH CAROLINA, DEPARTMENT OF REVENUE (I-312)

THIS AFFIDAVIT APPLIES TO NONRESIDENTS ONLY

Nonresident Taxpayer Registration Affidavit, Income Tax Withholding

The Undersigned Nonresident Taxpayer On Oath, Being First Duly Sworn, Hereby Certifies As Follows:

1. Owner, Partner(s) Or Corporate Name Of Nonresident Taxpayer:

2. Trade Name (Doing Business As): _____

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring Or Contracting With:

Name: _____

Address: _____

_____ Receiving Rentals Or Royalties From:

Name: _____

Address: _____

6. I Certify That The Above Named Nonresident Taxpayer Is Currently Registered With:

(Check Appropriate Box):

() The South Carolina Secretary Of State Or

() The South Carolina Department Of Revenue

Date Of Registration _____

7. I Understand That By This Registration, The Above Named Nonresident Taxpayer Has Agreed To Be Subject To The Jurisdiction Of The S.C. Department Of Revenue And The Courts Of South Carolina To Determine Its South Carolina Tax Liability, Including Estimated Taxes, Together With Any Related Interest And Penalties.

8. I Understand The South Carolina Department Of Revenue May Revoke The Withholding Exemption Granted Under Code Section 12-9-310 At Any Time It Determines That The Above Named Nonresident Taxpayer Is Not Cooperating With The Department In The Determination Of Its Correct South Carolina Tax Liability.

The Undersigned Understands That Any False Statement Contained Herein Could Be Punished By Fine, Imprisonment Or Both.

_____(Seal)_____

(Signature Of Owner, Partner Or Corporate Officer

Date

If Corporate Officer State Title: _____

(Name - Please Print)