



County of Georgetown, South Carolina

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(843)545-3083 · Fax (843)545-3500 · purch@gtcounty.org

REQUEST FOR QUALIFICATIONS (RFQu)

BID NUMBER: 23-008

ISSUE DATE: Monday, February 27, 2023

OPENING DATE: Thursday, March 30, 2023

OPENING TIME: 3:00 PM (Eastern NIST)

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

Pre-Bid Conference/Site Inspection: [none]

PROCUREMENT FOR: **Sandy Island Watershed Plan & Environmental Document**

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

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

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

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



Intent to Respond

REF: RFQu #23-008, Sandy Island Watershed Plan & Environmental Document

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project. We also encourage you to visit our website at <http://www.georgetowncountysc.org/purchasing/default.html> and register as a new vendor. If you are an existing vendor, please make sure your profile is up-to-date with a valid contact name and email address on file.

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

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

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

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

FAX: _____

E-Mail: _____

How did you hear about this opportunity? _____

Reason if **not** responding: _____

Please return this completed form to Nancy Silver, Purchasing Officer

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

Time Line: RFQu #23-008

Item	Date	Time	Location*
Advertised Date of Issue:	Monday, February 27, 2023	n/a	n/a
Pre-Bid Conference & Site Inspection:	n/a	n/a	n/a
Deadline for Questions:	Wednesday, March 22, 2023	3:00PM ET	n/a
Bids Must be Received on/or Before:	Thursday, March 30, 2023	3:00PM ET	Electronic
Public Bid Opening & Tabulation:	Thursday, March 30, 2023	3:00PM ET	Hybrid

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

RFQu #23-008
Sandy Island Watershed Plan & Environmental Document

Scope of Work:

A. INTRODUCTION

This project involves the development of a Watershed Project Plan – Environmental Document (Plan-ED) and all necessary supporting data for the Tidal Passage on Sandy Island in Georgetown County South Carolina project. Watershed projects are local projects installed with Federal assistance. A watershed project plan documents the development of a physically, environmentally, socially, and economically sound project carried out within a specified geographic area by sponsors for the benefit of the general public. The Watershed Project Plan also documents compliance of the Project with National Environmental Policy Act (NEPA). The amount of detail included in a plan depends on the nature and extent of the modifications and their effect on the overall project (National Watershed Planning Manual – 390-503.2.A).

Planning must follow the policy set forth in the Title 390, National Watershed Program Manual (NWPM), which is incorporated by reference. A copy of the NWPM can be downloaded from the eDirectives website <http://directives.sc.egov.usda.gov>.

The A-E will assist the Natural Resources Conservation Service (NRCS) in determining the appropriate environmental document needed for this federal action – Environmental Assessment or Environmental Impact Statement.

The A-E will finalize a detailed Plan-ED which concludes by describing the most technically, economically, socially and environmentally defensible alternative, as determined in consultation with NRCS and the local project Sponsor. The Plan-Environmental Document must be prepared in accordance with the NWPM.

The Contractor shall complete an analysis of all reasonable alternatives that may include structural and/or non-structural measures for the watershed. Structural alternatives shall be in compliance with

NRCS and South Carolina Department of Health and Environmental Control (DHEC) standards, as appropriate. Alternatives requiring analysis include, but are not limited to, the following:

- NEPA No Action (PR&G Future Without Federal Investment (FWOFI)),
- Sponsor's Alternative, and
- National Economic Efficiency (NEE) alternative under Economic and Environmental Principles, Requirements and Guidelines for Water and Related Land Resources Implementation Studies (PR&G).

The Preferred Alternative will be identified from the alternatives studied in detail.

All personnel, equipment, labor, materials, transportation, and facilities required to perform the services described herein shall be supplied by the A-E.

The work under this Statement of Work includes all services necessary to produce a Final plan-environmental document sufficient for the Responsible Federal Official (RFO) to publish either a Finding of No Significant Impact (FONSI) or a Record of Decision (ROD) until accepted by the NRCS as described in this SOW. All engineering work will be performed under direct supervision of a registered Professional Engineer licensed in the State of South Carolina, who will affix his/her Professional Engineering stamp (seal) on all engineering drawings, documents and certifications.

1. Description of the Watershed Project

Sandy Island is located in Georgetown County, HUC 10 0304020610, approximately 70 miles northeast of Charleston, South Carolina.

The Sandy Island project purpose is to provide flooding protection to the only access road connecting the island with boat loading dock and improving the existing drainage system serving the Island's residents and citizens. During storm events and extreme high tides, ingress and egress to the island is made impossible due to the inability to reach boat services via the existing road. This makes it impossible to provide access to emergency services by way of the island taxi. The current roadbed is about 6 feet lower than the FEMA 100-year flood elevation and approximately at the normal high tide elevation. This project proposes to provide access to the boat services area during large storm and extreme high tidal events while preventing erosion of the current road and improving water quality of the adjacent rivers. During storm events and extreme high tides, access to the boat services is prevented thereby eliminating access to emergency services via water routes. The absence of boat services prevents commerce and access to educational opportunities for school children, as well as isolates the inhabitants of the island.

1. Authorized Project Purpose

The Sandy Island project PL 83-566 purpose is Flood Prevention (Flood Damage Reduction).

The PL 83-566 flood prevention or flood damage reduction measures are installed to prevent or reduce damages caused by floodwater. Flood damage reduction is further defined as the control and disposal of surface water caused by abnormally high direct precipitation, stream overflow, or floods aggravated or caused by wind or tidal effects. Flood damage reduction and mitigation measures reduce or prevent floodwater damages by reducing runoff, erosion, and sediment; modifying the susceptibility of improvements in the floodplain to damage.

2. Sponsor

The sponsoring local organization (SLO) is the County of Georgetown, South Carolina. Throughout this document they will be referred to as the sponsor or SLO.

3. Definitions

- a. The Natural Resources Conservation Service (NRCS) is an agency within the United States Department of Agriculture's (USDA) Farm Production and Conservation (FPAC) mission area. For the purposes of this document, USDA-NRCS and NRCS are synonymous.
- b. The FPAC Business Center is responsible for the USDA-NRCS acquisitions/procurement of this Supplemental Watershed Project Plans and Environmental Document.
- c. In this statement of work the term Contractor, Architect-Engineer (A-E), Engineering Services A-E, Designer, and Design Engineer are synonymous. They refer to the Architecture-Engineering firm selected by USDA-NRCS to perform the work defined in this statement of work.
- d. The A-E's "Project Manager" (PM) as used in these specifications refers to the individual designated as the point of contact for the A-E selected to perform the work defined in the SOW through work orders, agreements or other contracting methods. All decisions and communication will be coordinated through the respective PM.
- e. The FPAC Contracting Officer (CO) as used in this contract means the person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- f. The USDA-NRCS "Contracting Officer's Representative" (COR) as used in these specifications means the person assigned to this project by the CO to assist in the technical monitoring or administration of this project. The COR provides technical review of the work submitted by the A-E and advises the CO as to the technical suitability of required deliverables.
 1. Coordination must be maintained between the A-E, the CO, and the COR to the extent necessary to ensure the CO's and COR's awareness of and concurrence with progress made on the general or specific elements of the Plan-ED.
- g. "Quality Assurance/ Quality Control (QA/QC) Plan" as used in these specifications refers to plan of activities performed by the A-E to ensure and document that the work performed have been properly developed and meet the minimum requirements of the contract. It is the A-E's responsibility to have a detailed and functional QA/QC Plan that is approved by the COR.
- h. "Plan-ED" as used in these specifications refers to the Supplemental Watershed Project Plan and Environmental Document that will be produced as a result of this effort. The expected environmental document for this project is an Environmental Assessment.
- i. "Watershed project" is used in these specifications encompasses the following Hydrologic Units and Hydrologic Unit Codes (HUCs) within Georgetown County:
Sandy Island, HUC 10 0304020610

B. PERSONNEL

1. The Contractor shall designate in writing to the Contracting Officer (CO) a principal member of the Contractor's Team who will serve as the contact person for the project and responsible for supervising the work. Contractor's contact representative shall be fully cognizant of the contract requirements, performance of the work, and schedule requirements.
2. Contractor will provide all project management and coordination necessary for completion of all activities outlined in this SOW. Contractor will also monitor labor utilization, project schedule, and project budget on a regular basis. Contractor's PM will be responsible for ensuring that the project budget is being strictly adhered to and that deliverables are submitted in accordance with the approved performance schedule. Contractor's PM will be fully responsible for performance of Contractor's personnel, including sub-consultants. Contractor's PM will provide progress reports as described in Section I.
3. The Contractor shall submit for the CO's approval the names and qualifications of all personnel who will be supervising and performing work on this contract. The work detailed by this SOW shall be performed by the personnel who have been approved by the CO to perform the work. Less experienced and/or less qualified personnel shall not be utilized for the performance of this contract unless approved in advance by the CO. Conversely, use of over-qualified staff to do lower level work is allowed, but at the accepted rate for such work. The required information shall be submitted within thirty (30) calendar days of the issuance of the Notice-To-Proceed (NTP).
4. The employees designated by the A-E shall serve in these capacities throughout the life of the project. If an assigned employee must be replaced by the A-E, the replacement candidate must have the same or greater qualifications as the original employee. The A-E shall submit documents supporting the replacement candidate's qualifications. The CO will have twenty-one (21) calendar days after submission of all documentation to evaluate and approve or disapprove the replacement candidate.
5. The A-E shall submit for the CO's approval the names and qualifications of all subcontractors who will be performing work on this contract. If an assigned subcontractor must be replaced by the A-E, the replacement candidate must have the same or greater qualifications as the original subcontractor. The A-E shall submit documents supporting the replacement subcontractor's qualifications. The CO will have twenty-one (21) calendar days after submission of all documentation to evaluate and approve or disapprove the replacement subcontractor.
6. All work must be conducted by experienced interdisciplinary staff under the direct supervision of a Professional Engineer currently licensed in the State of South Carolina.

C. PROJECT SCOPE

1. Scope of Work

The work consists of the performance of any part or all inventories, surveys, preliminary designs and planning necessary to complete an NRCS acceptable combined watershed project plan and environmental document, Plan-ED.

All work shall conform to all NRCS regulations and policy documents, standards, technical guidelines and references. NRCS Policy documents include the General Manual (GM), the National Watershed Program Manual (NWPM) and Principles, Requirements and Guidelines for Water and Land Related Resources Implementation Studies (PR&G). NRCS Technical Materials include all the sections in, but not limited to, the National Watershed Program Handbook, National Engineering Handbooks (NEH), National Planning Procedures Handbook (NPPH), Water Resources Handbook for Economics (WRHE), National Environmental Compliance Handbook (NECH), National Cultural Resources Procedures Handbook (NCRPH), National Handbook of Conservation Practices (NHCP), Technical Releases (TR), and Technical Notes (TN).

The Plan–Environmental Document shall follow the policy outlined in DR 9500-013, *Conducting Analyses Under the Principles, Requirements, and Guidelines for Water and Land Related Resources Implementation Studies and Federal Water Resource Investments*, and other requirements set forth in the Council on Environmental Quality (CEQ) *Principles Requirements and Guidelines for Federal Investments in Water Resources* (PR&G), and *Interagency Guidelines* (IAG); and other PR&G guidance as developed through agency training or policy updates. The Plan–Environmental Document will meet all requirements set forth by the NEPA, Endangered Species Act and the National Historic Preservation Act.

The Plan–Environmental Document will be presented in a document following the format as described in NWPM Part 501.31, Plan Format Outline and address each item in Sections 501.32 through 501.45.

NRCS Policy documents include, but are not limited, to the following:

- Title 180 Part 500 National Operations and Maintenance Manual (NOMM)
- Title 190, Part 410, General Manual (GM)
- Title 210 Part 500 National Engineering Manual (NEM)
- Title 390 Part 500 National Watershed Program Manual (NWPM)
- Title 400 General Manual (GM), Part 400 - Public Participation Policy.
- Economic and Environmental Principles, Requirements and Guidelines for Water and Related Land Resources Implementation Studies (PR&G).
- Department Manual 9500-013 for PR&G.

NRCS Technical Materials include but are not limited, to the following:

- Title 390 Part 600 National Watershed Program Handbook (NWPH)
- Title 210 National Engineering Handbooks (NEH)
- Title 180 Part 600 National Planning Procedures Handbook (NPPH)
- Title 200 National Resource Economics Handbook Part 611 Water Resources
- Title 190 Part 610 National Environmental Compliance Handbook (NECH)
- Title 190 Part 601 National Cultural Resources Procedures Handbook (NCRPH)
- Title 450 National Handbook of Conservation Practices (NHCP)
- NRCS Engineering Technical Releases (TR)
- Title 210 Technical Notes (TN)

NRCS policy and technical materials can be accessed from the NRCS eDirectives website <http://directives.sc.egov.usda.gov/> .

Engineering surveys, engineering Hydrologic and Hydraulic (H&H) analyses using HEC-RAS (latest version) and soils evaluations must be performed in accordance with manuals, handbooks, and miscellaneous instructions issued by the USDA-NRCS and all other Federal, State and local regulations. All activities shall comply with the Watershed Protection and Flood Prevention Act of 1954 (Public Law 83-566) as amended by the Small Watershed Rehabilitation Amendments of 2000 (Section 313 of Public Law 106-472).

If during project planning additional analyses, evaluations, environmental compliance activities, and documentation are needed that are beyond the requirement detailed in this SOW, NRCS, in consultation with the Contractor and other affected parties, will determine the need and extent of the work. If funding is available, USDA-NRCS will acquire the services to complete the additional work by negotiating with the current Contractor or utilizing another Contractor, Sponsor resources or USDA-NRCS staff. At a minimum the expected environmental document for this project is the Environmental Assessment.

D. TASKS AND DELIVERABLES

1. General

- a. The A-E must report to the CO any omissions, discrepancies, or inadequacies in the data furnished by the CO as a basis for planning. The need for supplemental data or additional investigations will be conveyed to the CO in writing with suggestions for corrective actions. If corrective actions approved by the CO cause changes to the work which impact on contract performance time and/or contract costs, the CO must be notified prior to any changes. The CO must authorize any changes to performance time and/or contract costs by written modification to the contract.
- b. The A-E must maintain a record of all reports, reviews, computations, analysis, drawings, and other pertinent data. These records must be neatly recorded and organized into a planning folder. All sources of reference data must be listed in the Plan-ED. Upon completion and acceptance of the Plan-ED all information compiled during the project work, including field data, field notes, survey information, photographs, etc., must be submitted to the CO in both electronic and hard copy formats.
- c. The A-E must minimize the duplication of work already performed in the original watershed project plan – environmental document and include, when appropriate, such information by reference. The A-E shall identify and make the CO aware of any work that is a duplication of original effort; distinct from work that will be done to supplement, update or alter the original watershed project plan – environmental document. This notification shall occur during specified conferences for work items listed in Section F.3.
- d. A-E access and permits to conduct surveys, inventories, and site investigations will be obtained by the Sponsor. All work under this contract must be performed in conformance with applicable federal, state, and local laws and regulations.
- e. All work, surveys, studies, computations, designs, drawings and documents in paper or electronic format that are collected, assembled, and developed under this contract must become

the sole property of the USDA-NRCS. No other use of the property must be allowed without the express written approval of USDA-NRCS. Where written approval is provided, appropriate acknowledgement of USDA-NRCS will be made as provided in the approval.

2. Description of Work

For contract administration and payments, the work shall be divided into the following eight phases, as described below. Required items and subsidiary items, details, and deliverables for each Principal Phase are described in Attachment 2 - *Technical Specifications – Planning Services for Watershed Project Plan-Environmental Document*.

Due dates and a project schedule are provided in Attachment 3 – Schedule of Work and Timeline. The Plan- Environmental Document shall follow the policy outlined in DR 9500-013, *Conducting Analyses Under the Principles, Requirements, and Guidelines for Water and Land Related Resources Implementation Studies and Federal Water Resource Investments*, and other requirements set forth in the Council on Environmental Quality (CEQ) *Principles Requirements and Guidelines for Federal Investments in Water Resources* (PR&G), and *Interagency Guidelines* (IAG); and other PR&G guidance as developed through agency training or policy updates.

Phase 1 – Identify Problems, Opportunities and Concerns

Work in this phase will involve the development of the Plan of Work and gathering existing site data for environmental, economic and social impacts and opportunities.

The Plan of Work will be used to identify the individuals assigned to and the estimated amount of time required for each work component of the planning effort. The initial plan of work may be updated to reflect needs, problems, and opportunities discovered during planning.

Item 1-1 Plan of Work

Item 1-2 Gather background data and develop a list of interested parties

Item 1-3 Public Participation Plan

Phase 2 – Determine Objectives

Item 2-1 Document sponsor objectives, write purpose and need statement, and write scope of plan.

Phase 3 – Inventory Resources

Data gathering and preliminary watershed resource analysis sufficient to support formulation of feasible alternatives. At a minimum, address all resource concerns listed on the NRCS CPA-52 (Environmental Evaluation form).

Item 3-1 Perform Field Reconnaissance

Item 3-2 Resource Inventories and Watershed Assessment

Item 3-3 Economic and Social Assessment

Item 3-4 Archaeological and Historic Assessment

Item 3-5 Soils and Engineering Assessment

Phase 4 – Analyze Resource Data

This phase will involve evaluating collected resource information through statistics, maps and other analytical techniques and tools. An analysis of all initial alternatives including the future without project condition.

Item 4-1 Analyze Resource Data

Phase 5 – Formulate Alternatives

This section involves the formulation of reasonable alternatives based on the analysis of collected resource information. The completeness, effectiveness, efficiency and acceptability of each feasible alternative will be documented considering permits, project cost, required mitigation, and be in compliance with Federal, State, and local laws and regulations.

Item 5-1 Analysis of Initial Alternatives

Phase 6 – Evaluate Alternatives

Impacts shall be described for each alternative. Direct, indirect, and cumulative effects shall be identified, and the narrative information shall be presented in a summary form; using supplemental tables, drawings, maps, and other graphics.

Item 6-1 Summary and Comparison of Alternatives along with needed permits and mitigation requirements.

Phase 7 – Make Decisions

Information will be provided to the sponsor regarding the National Economic Development (NED), Environmental Quality (EQ), Other Social Effects (OSE), and Regional Economic Development(RED) accounts.

Item 7-1 Compare and Review Alternatives with Sponsor

Item 7-2 Prepare Draft Environmental Document

Phase 8 – Review and Draft Environmental Document

The draft environmental document will be reviewed by the public, USDA-NRCS and partner technical personnel and USDA-NRCS administrative officials.

Item 8-1 Response to USDA-NRCS – National Water Management Center and SLO review

Item 8-2 Response to Participating and Cooperating Agencies and other interested parties' comments

Item 8-3 Response to USDA-NRCS – National Head Quarters Administrative review

Item 8-4 Complete Plan-ED

E. QUALITY OF WORK

A-E will follow his/her Quality Assurance/Quality Control Plan (QA/QC) for the Project. A copy of the A-E's QA/QC Plan will be submitted to USDA-NRCS at the Project Kick-Off Meeting. The A-E's QA/QC officer will be charged with responsibility of the Plan's implementation and documentation of current QA/QC activities. An update on all QA/QC activities will be reported in the progress reports. All work performed by the A-E's personnel, including sub-consultants, will be in accordance with the A-E's QA/QC Plan and approved by the COR.

All submittals, including memoranda, reports and studies, will undergo quality management reviews in accordance with the A-E's documented QA/QC processes for the Project. The purpose of the QC review is to verify that the resulting work products meets acceptable practice standards and that the documents have been properly coordinated to the satisfaction of the USDA-NRCS. The QC reviewer will inform the Project team of any exception or proposed improvement that may be noted. QC reviews will be provided for all submittals. The QC reviews will be conducted prior to submittal to allow time for incorporation of any recommended revisions.

Deliverables and submittals will meet the following criteria:

1. All work will be performed in a professional manner in accordance with USDA-NRCS policy, technical criteria, procedures, and current Federal, State, and local laws and regulations.
2. Text material of reports and design memorandums and computation sheets will be prepared on standard letter size sheets (8-inches by 11-inches). Fonts will be 11-pt or 12-pt Arial or Calibri and paragraph format will be single space. Reports will be prepared in Microsoft Office, Version 2016 for personal computers, or newer. Drawings, graphs, photos, etc., for reports and memoranda that are required to be bound will have a binding edge 11 inches in length.
3. All maps that are geo-referenced will use South Carolina State Plane NAD83 datum US feet horizontal coordinates and NAVD88 US feet vertical datum. Any maps created in ArcGIS, when submitted to USDA-NRCS in electronic files, will include all shape files and all associated accessory files such as .dbf, .prj, .shp, and .shx files.
4. All field notes, computations, drawings, maps, sketches, and other data will be complete, recorded neatly, checked by persons as equally qualified as those performing the original computations, and organized in a manner that will allow reproduction of copies and incorporation in reports with a minimum of editing and revision.
5. Design drawings, diagrams, graphs, sketches or other pictorial representations will be physically incorporated into the planning and design file whenever the size and scale are appropriate. Design drawings that must be drawn on larger-sized sheets and cannot be folded to computation sheet size will be cited at the appropriate place in the computations by a notation that fully identifies the drawing and its file location.
6. The input files and output files of computer programs used in planning will be provided in hard copy and electronic format. The files will be fully documented and presented to the COR.

F. AVAILABLE INFORMATION

- Preliminary Investigation Feasibility Report, Sandy Island, Georgetown County, South Carolina, dated September 9, 2022
- Contact information for the Sponsor and USDA-NRCS local field office.
- USDA-NRCS manuals and handbooks (available at <http://directives.sc.egov.usda.gov/>)

G. MEETINGS AND CONFERENCES

Meetings and conferences are as described below. The Contractor is responsible for making arrangements and announcements for such meetings and conferences, in consultation with the COR. The A-E will track in a log all conferences; at a minimum the date of the meeting, type of meeting, subject of the meeting and the date minutes were distributed will be tracked.

Meetings will be in-person at the County Council Chambers located at 129 Screven St., Georgetown, SC 29440 or other locations agreed to by the CO and Contractor. Conferences may be in-person, teleconferences, or web meetings, based on the content needed to be shared/discussed.

The Contractor shall prepare meeting minutes of all conferences and meetings summarizing discussions, decisions reached, and action items determined and provide a copy of the minutes to the COR and

Sponsor. The Contractor will distribute a copy of the minutes to the participants within seven (7) calendar days of the meeting. The minutes and corresponding comments can be submitted electronically.

The Sponsor shall be invited to participate in all meetings and conferences.

Work that, in the opinion of the CO in consultation with the COR, that does not require meetings or conferences may be reviewed and concurred by USDA-NRCS COR in writing (email).

1. Conferences

- a. Pre-Work Conference: The A-E shall meet with the CO and COR prior to issuance of a task order to discuss the specified A-E activities. The CO, COR, and the A-E shall develop a mutual understanding regarding the scope of work and personnel. The A-E will document the understanding reached by correspondence to the CO.
- b. Project Update Conferences – These conferences will be held monthly for the Contractor to keep the COR and CO informed on the progress of completing project Phases and subsidiary items. Draft agendas, presentations, and materials shall be submitted to the CO at least seven (7) calendar days prior to conferences. These meetings will generally be teleconferences or net meetings, but may be held in person at County Council Chambers located at 129 Screven St., Georgetown, SC 29440. It is intended that most of the meetings/conferences shown in Attachment 2 - *Technical Specifications – Planning Services for Watershed Project Plan-Environmental Document* would occur during these Project Update Conferences.
- c. Public Scoping – These conferences will be held prior to the public scoping process. The purpose of the meeting is to review project status, agree on details of the scoping process, materials and types of information to be shared and acquired.
- d. Plan-Environmental Document Review – These conferences will be held upon USDA-NRCS and Sponsor reviews of the Initial, Preliminary, Draft, and Final Plan-ED.
- e. “As-needed” – These conferences will be held whenever requested by the CO, COR, or Contractor to discuss issues relating to the project, work previously performed will be reviewed, and decisions made with a view toward expediting the completion of the contract. These meetings may be held in the USDA-NRCS State Office, or other location approved by USDA-NRCS. These meetings may be in-person, net meetings, or teleconferences. The Contractor is responsible for planning and announcing for such meetings.
- f. Specified conferences with USDA-NRCS must be scheduled by the USDA-NRCS or A-E at least ten (10) days prior to the conference date. Conferences requiring sponsor participation must be scheduled at least fourteen (14) days prior to the conference date. Specified conferences are identified for individual items in Appendix 2 – Technical Specifications – Planning Services for Watershed Project Plan-Environmental Document.
 - i. Specified conferences may include more than one item of work when the sequence of work will allow.
- g. In addition to specified conferences, other conferences must be held whenever requested by the A-E, CO, or COR during which questions relating to the project will be discussed, work previously performed will be reviewed, and decisions made with a view toward expediting the completion of the contract.

- i. The CO and the A-E will mutually agree upon schedules for other "as-needed" conferences.

2. Meetings

- a. There will be two (2) internal meetings between the Contractor and USDA-NRCS during the course of the work detailed in this SOW. Meetings will be initiated by the Contractor in accordance with the specified time frames listed below.

Meeting dates will be coordinated with USDA-NRCS. The Contractor shall notify the CO of the date, time and location of the meeting at least fourteen (14) calendar days in advance of each meeting. The Contractor shall provide a draft agenda, any draft presentations, and/or other materials to USDA-NRCS for review seven (7) calendar days in advance of each meeting.

- i. Project Kick-Off Meeting –The meeting will be used to get acquainted, discuss the details of the contract, review examples and guidance, develop a mutual understanding regarding the scope of work, become familiar with the personnel to be involved, discuss day to day working arrangements and discuss any items of concern. This meeting can be an in-person meeting or teleconference at the discretion of USDA-NRCS.
 - (a) This is Conference 10
 - ii. Alternatives Meeting – The meeting shall be held prior to completion of Phase 5. The Contractor will present an update on the project status and a comparison of the effects on the alternatives considered. This meeting can be an in-person meeting or teleconference at the discretion of USDA-NRCS.
 - (a) This is Conference 10
- b. The A-E will attend four (4) mandatory external meetings during the course of the work detailed in this Statement of Work. The meetings will be initiated by USDA-NRCS. Issues identified in the first two meetings will be considered in the development of the Alternatives in Phase 4. All of the meetings will be held at County Council Chambers located at 129 Screven St., Georgetown, SC 29440, unless otherwise stated. The Contractor will consider the identified concerns throughout the entire process.
 - i. Public/agency scoping – This meeting will be held early during Phase I. The A-E will present on the Public Participation Plan, the proposed project objectives, outline of the planning process and the role of technical entities, other participating agencies and non-governmental organizations (NGOs), and invite comments.
 - (a) This is Conference 4
 - ii. Initial public meeting – This meeting will typically be held during the evening of the same day as the public/agency scoping meeting. The A-E will discuss the Public Participation Plan, the proposed project objectives, outline of the planning process and the role of public participants, and invite comments.
 - (a) This is Conference 5
 - iii. Permitting/Mitigation Meeting – The A-E and USDA-NRCS will lead a site walk with permitting agencies, including U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, U.S. National Park Service, SC Department of Natural Resources, SC Department of Health and Environmental Control, SC State Historic Preservation Office, Georgetown County Conservation District, and Georgetown County Stormwater as appropriate. The

evaluated and preferred alternatives will be presented for discussion of potential permitting and mitigation issues.

It is intended that this meeting be held the same day as the Evaluated Alternatives Public Participation Meeting.

(a) This is Conference 11

- iv. Final Public Meeting – The A-E will present the evaluated alternatives for discussion. The recommended alternative will also be presented. This meeting will be held at a location and time convenient for the A-E, USDA-NRCS, and the Sponsor.

(b) This is Conference 12

H. PROGRESS REPORTS

A-E will submit a progress report to USDA-NRCS by email by close of business on the Friday prior to each monthly update conference. The progress report shall include, but not be limited to, the following:

1. activities accomplished during the previous month,
2. any problems, issues, or concerns encountered in the development of the Watershed Project Plan-ED, and
3. planned actions for the next month.

I. REVIEWS AND APPROVALS

1. The Contractor shall schedule reviews with the COR on the Initial, Preliminary, Draft, and Final Plan-ED.
2. The Plan-Environmental Documents will be reviewed and verified for accuracy and conformance to USDA-NRCS policy by Contractor's personnel prior to submittal to the COR.
3. USDA-NRCS will review the deliverables, determine if they are technically acceptable and return comments to Contractor within fourteen (14) calendar days of the submittal. During USDA-NRCS' review, Contractor will respond to questions and provide clarification to USDA-NRCS' comments. If requested, Contractor and Contractor's key technical staff be available at designated times during the review period to respond to questions from USDA-NRCS, either in person, by phone, and/or email.
4. Work, that in the opinion of the CO and COR does not require conference discussions, may be reviewed and approved by correspondence (email). Where conferences are required, the A-E shall follow guidelines outlined in Section G - MEETINGS AND CONFERENCES.

J. MEASUREMENT AND PAYMENT

1. The A-E will submit a firm fixed price for each of the items of work identified in Phase 1 through Phase 8. The A-E will also provide the following information to support their firm fixed price:
 - a. Detailed listing of personnel position (i.e. Engineer VI, etc.) and hours worked for each phase.
 - b. Detailed listing of direct costs, in addition to labor costs, associated with each phase.

2. The Contractor will submit invoices for payment for an item of work after all the work for that item is completed. All required certifications associated with a particular item will be submitted along with the applicable invoice. Excluding travel, a detailed breakdown of personnel time and direct costs will not be required for each invoice.
3. Payment will be made in accordance with applicable contract clauses for payment.
4. Progress payments can be made for all items based on monthly invoices submitted by the A-E detailing the cost of performing the work.

K. PERFORMANCE TIME

1. The performance time for the project is 545 calendar days from the issuance of the NTP. This performance time includes planning services and meetings. Individual milestones will vary based upon the date the Task Order is signed and can be calculated from Attachment 3 - *Schedule of Work and Timelines*.
2. The A-E shall complete and submit to the USDA-NRCS COR the deliverable items for each Phase and subsidiary items according to the times shown in Attachment 3 - *Schedule of Work and Timelines*. Fourteen (14) calendar days review times are for the initial review. Further time for review of resubmittals may be necessary.
3. It is acceptable and preferred for the A-E to submit individual deliverable items early to reduce review times and revisions of subsequent work.
4. A-E's request to change the project schedule must be submitted in writing (e-mail, fax, mail) to the CO with a justification for the change. The FPAC CO will notify the A-E within twenty-one (21) calendar days of the decision whether the requested change to the project is approved.
5. It may be possible to work on several subsidiary items concurrently. Generally, all critical items in each Phase should be completed and concurred with by USDA-NRCS before starting the next Phase. The A-E will coordinate with the COR to ensure the project progresses on schedule while avoiding starting subsidiary items that may depend on data or decisions from a prior Phase.
6. Start and finish dates shall adhere to the overall time frame outlined in this SOW and Attachment 3 - *Schedule of Work and Timelines*.

L. FORMAT FOR SUBMITTED ELECTRONIC DATA

The A-E will provide digital files in a commonly acceptable format such as AutoCAD Civil 3D, Microsoft (MS) Word or MS Excel. The A-E will provide all source, final and supporting versions of project electronic files. Final versions of electronic files shall have the word FINAL in their names along with the date of their creation (Example: geotechnicalreport_FINAL_20190715). The submission of files in other formats, not listed, must be approved by the COR.

The organization of the electronic files will utilize the structure outlined in NWPM Part 501 – Subpart C and Subpart D. File folders shall use the same names and be similarly ordered.

The method of electronic file transfer between the A-E and USDA-NRCS must be approved by the COR.

M. OWNERSHIP OF DATA

All documents, including water system data; resource inventory data; survey data; engineering, hydraulic, hydrologic, and economic model inputs, outputs, and model files; geology investigation reports; drawings; maps; estimates; and all other data used in the preparation of the Plan-ED are the property of USDA-NRCS.

N. TERMINATION CLAUSE

The contract may be terminated for failure to successfully complete items in the Task Order or adhere to project schedules.

O. LIST OF ATTACHMENTS

Attachment 1 – Watershed Project Map

Attachment 2 – Technical Specifications - Planning Services for Watershed Project Plan-Environmental Document

Attachment 3 – Schedule of Work and Timelines

Attachment 4 – Public Participation Plan

RFQu Submittal Requirements:

General

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

Content

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

1. Cover Letter

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

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

2. Experience & References

Describe your firm's background and history, including number of years in business and the scope of service currently provided to clients. Describe your firm's experience in completing similar Work. Consultant shall list at least three (3) successful projects of a similar nature completed within the last ten years. Provide at least three (3) references (preferably governmental) listing names of clients and project managers, telephone numbers, the type of work performed, and the final value of those contracts. Projects currently being performed may be submitted for County's review.

3. Key Personnel

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

4. Methodology

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

5. Industry Experience

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

6. Mandatory Bid Forms

The below forms do not apply to the page limitation.

- Non-Collusion Affidavit/Oath
- Mandatory Bid Submittal Form
- Exceptions Page
- Addendum Acknowledgement (if applicable)

Investigations

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

Evaluation & Selection:

The Evaluation Committee shall score each proposal received based on the below evaluation criteria. 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 highest ranked offeror to begin negotiations.

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.

Consultants will be evaluated on the following criteria:

Evaluation Criteria	Maximum Points
A. <u>Experience & References:</u>	<u>20 points</u>
1. Firms experience of work of similar scope & services.	
2. Past projects and client references (minimum of 5 requested).	
B. <u>Key Personnel:</u>	<u>20 points</u>
1. Resumes of key personnel showing experience, education, and any certification/licensure.	
2. Staff’s background in undertaking similar types of work.	
C. <u>Methodology:</u>	<u>30 points</u>
1. Technical procedures and managerial approaches to accomplish the work.	
2. Firm’s present workload capacity and ability to meet the County’s needs.	
3. Firm’s proposed project schedule.	
4. Firm’s honesty regarding limitations and how they would overcome them.	
5. Adequate staffing of firm, efficiency of firm, and ability of firm to provide the services within budget and within any provided time limitations.	
D. <u>Industry Experience:</u>	<u>30 points</u>
1. Firm’s experience in the industry.	
2. Past experience with governmental and regulatory agencies.	
3. Submitting all RFQu requirements and in the requested format.	
4. Local business status	
Maximum Total Points	100 points



Instructions for Providers
RFQu #23-008
Sandy Island Watershed Plan & Environmental Document

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

1) **Submission of Questions**

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

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

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

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

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

2) Sealed bids to provide **Sandy Island Watershed Plan & Environmental Document** 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 may be limited to the public. Bid openings at the time of this issuance are being conducted virtually or hybrid and may occur from an alternate secure and/or remote location as needed. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually.

4) This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

5) **NON EXCLUSIVITY**

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

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

7) Definitions:

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

8) Correction or Withdrawal of Bids; Cancellation of Awards

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

a. Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.

b. Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County’s requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.

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

10) If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.

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

this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.

- 19) **Affirmative Action:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
- 20) Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
- 21) All Federally Funded Construction Contracts Over \$2,000:
 - a) **Davis-Bacon Requirements.** These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at: https://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=-relevance&wdType=dbra&page=1&date_filter_index=0&inactive_filter_values=false.
 - b) **Contract Work Hours and Safety Standard Act Requirements.** The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or 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, 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 **Sandy Island Watershed Plan & Environmental Document** for the Georgetown County Public Services Department. The right is reserved to extend the use of this contract to any County Department.

28) PRICE ESCALATION/DE-ESCALATION:

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

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

30) Insurance

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

a. General Liability

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

1. Minimum Limits

General Liability:

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

b. Automobile Liability

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

1. Minimum Limits

Automobile Liability:

- \$1,000,000 Combined Single Limit
- \$1,000,000 Each Occurrence Limit
- \$5,000 Medical Expense Limit

c. Workers' Compensation

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

d. Owners' & Contractors' Protective Liability

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

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

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

f. Coverage Provisions

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

31) Workman's Compensation Coverage

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

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

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

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

32) Hold Harmless Clause

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

33) Condition of Items

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

34) Workmanship and Inspection

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

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

35) Invoicing and Payment

The Contractor 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, Finance Dept.
P.O. Box 421270
Georgetown, SC 29442-4200

An IRS W-9 form must be on file with the Purchasing Office before any payment will be issued.

36) South Carolina Sales Tax

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

37) Assignment of Contract

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

38) Termination

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

a. Termination for Convenience

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

b. Termination for Cause

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

c. Non-Appropriation:

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

39) Default

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

40) Severability

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

41) Applicable Laws

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

42) Claims and Disputes:

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

43) Rights of County

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

44) Notice of Award

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

45) Protest

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

46) Debarment

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

47) Firm Pricing for County Acceptance

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

48) Use of Brand Names (If Appropriate)

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

49) Delivery After Receipt of Order (ARO)

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

50) Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building Department web page at the link below: <http://www.gtcounty.org/176/Building-Department>.

51) Environmental Management:

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

52) Bid Tabulation Results

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

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

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

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

56) Response Clarification

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

57) Due to the nature of funding for this project, the County’s local vendor preference is waived for this solicitation.

58) Vendor Checklist

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

- RFQu Submittal [50-pages maximum]
- Non-Collusion Affidavit/Oath
- Mandatory Bid Submittal Form
- Mandatory Exceptions Page
- Addendum Acknowledgement (if applicable)

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

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



Non-Collusion Affidavit/Oath
RFQu #23-008, Sandy Island Watershed Plan & Environmental Document
MANDATORY BID SUBMITTAL FORM

COUNTY OF: _____)

STATE OF: _____)

_____ being first duly sworn, has made oath that they are
 the
 (Print/Type Name of Person Authorized to Bind Company)

_____ of _____
 (Print/Type Title-i.e. Owner, President, etc.) (Print/Type Company Name)

the party making the foregoing proposal that such proposal is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived, or agreed directly or indirectly, with any Offeror or person, to put in a sham Proposal, or that such other person shall refrain from submitting a proposal and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other Offeror, or to secure any advantage against Owner or any person interested in the proposed Contract; and that all statements in said Proposal are true; and further, that such Offeror has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative to any association or to any member or agent thereof.

Signature of Offeror: _____

Sworn to and subscribed before me this _____ day of _____, 2023.

Official Signature of Notary: _____

Notary's Printed or Typed Name: _____

My Commission Expires: _____

Affix Notary Seal Below:



MANDATORY BID SUBMITTAL FORM
RFQu #23-008
Sandy Island Watershed Plan & Environmental Document

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 government) 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 fifteen (15) days of written notice of formal award of Contract.

13. Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

Yes No

14. Acceptance of Invitation for Bid Content: The contents of the successful IFB/RFP/RFQ 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. 23-008 were received.

19. MINORITY PARTICIPATION [INFORMATION ONLY]

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

Yes No

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

Yes No

If so, please list the certifying governmental entity: _____

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

Yes No

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

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

Yes No

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

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

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

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

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

subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

21. **INFORMATION ONLY:**

Our company accepts VISA government procurement cards.
If yes, list any upcharge for P-Card Payment? _____

Our company does not accept VISA government procurement cards.

22. Printed Name of person binding bid _____

23. Signature (X) _____

24. Date _____

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



EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

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