





# Intent to Respond

**REF: RFP #23-078, EPA Brownfields Community Assessment**

If your company intends to respond to this solicitation, please complete and promptly return this **Page 2** to be included on the mailing list to receive addenda regarding this project. We also encourage you to visit our website at [County of Georgetown Current Solicitations | Vendor Registry](#) 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 [Georgetown County, SC | Official Website \(gtcounty.org\)](#) 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: \_\_\_\_\_

**Please return this completed form to Jennifer Hunt, Senior Buyer**

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

[End of Intent to Respond]

**Time Line: Request for Proposal #23-078**

<b>Item</b>	<b>Date</b>	<b>Time</b>	<b>Location*</b>
<b>Advertised Date of Issue:</b>	Friday, January 19, 2024	n/a	n/a
<b>Pre-Bid Conference/Site Inspection:</b>	(none)	n/a	n/a
<b>Deadline for Questions:</b>	Wednesday, February 14, 2024	3:30PM ET	n/a
<b>Bids Must be Received on/or Before:</b>	Wednesday, February 28, 2024	3:30PM ET	Electronic
<b>Public Bid Opening &amp; Tabulation:</b>	Wednesday, February 28, 2024	3:30PM 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.

**RFP #23-078**  
**EPA Brownfields Community Assessment**

**PURPOSE**

Georgetown County Environmental Services is soliciting Request for Proposals (RFP) from firms to perform a countywide assessment of possible Brownfields sites that may have lingering contamination from past commercial endeavors such as the paper mill, steel mill, old textile mills, former dry cleaners, a coal-burning power plant, etc. The target areas of this project are but not limited to Census Tracts (CTs) 9202.03, 9202.04, 9206.01, 9206.02, 9207.01, and 9207.02 in Georgetown County. CT 9202.03 includes the eastern half of Andrews, SC, and rural unincorporated areas that extend east of The County. The EPA grant budget for this project is \$450,000. The work specific to this Request for Proposal (RFP) includes community outreach, report writing, site assessment and investigation, prioritizing sites, creation of site inventory, and plans for site cleanup, reuse, and remediation.

**SCOPE OF SERVICES**

Under the direction of Georgetown County Environmental Services Division (GCESD), the successful Proposer will collaborate with GCESD team members to lead a wide variety of tasks at Phase I, Phase II, and any additional testing. Tasks include the following:

1. Organize an Environmental Steering Committee (ESC) made up of community members from the surrounding areas and local groups that are interested in mitigating possible contaminants. The ESC will meet on a bi-monthly basis.
2. Coordinate community outreach events throughout the county to educate residents on brownfields and brownfields remediation. Collect feedback on areas of interest or concern. Develop appropriate marketing materials (fact sheets, brochures, and presentations). Publicize outcomes for additional resident input.
3. Perform a cursory assessment of recognized and potential brownfields sites in target areas including the opportunity zone that extends from Andrews, SC along HWY 521 and a number of former industrial/manufacturing and commercial sites throughout the county. Create a GIS mapping layer for

the Georgetown County mapping portal that shows possible sites in need of cleanup and revitalization.

4. Convene the ESC to rank and prioritize sites. Choose initial Phase I assessment sites. Sites should have great potential for redevelopment and community benefit.
5. Evaluate and secure sites accesses.
6. Provide EPA with site eligibility information for review following the completion of All Appropriate Inquiries (AAI).
7. Obtain EPA approval of Phase I sites.
8. Produce a County-wide plan that includes strategies for reuse, infrastructure requirements, and cleanup needs.
9. Perform Phase I investigations and compile a Phase I report that identifies the number of high-priority sites.
10. Engage the ESC and the public in prioritizing sites.
11. Obtain EPA approval to proceed to Phase II.
12. Prepare for Phase II via planning meetings with the steering committee and ensure that sustainable remediation techniques will be used for Phase II assessment activities.
13. A Qualified Environmental Professional (QEP) compiles a Quality Assurance Performance Plan (QAPP) for each site to ensure proper investigative techniques are utilized. QAPPs are reviewed by the project team and approved. The QAPP must meet the US EPA Region 4 Brownfields Program approval prior to implementation.
14. Perform Phase II investigations as outlined in the QAPP.
15. A QEP prepares the Phase II report and submits it to the project team for review and edits. The final draft of the Phase II investigation is submitted to the committee and project team. Any required additional Phase II investigation is outlined and implemented at this time to ensure the full extent of contamination can be delineated.
16. Assist with cleanup and reuse planning.
17. Engage the community and ESC in cleanup and reuse planning.
18. Draft cleanup alternatives plan.
19. Draft a remedial action plan that includes the acres ready for cleanup and reuse.
20. Submit timeline and project plan for all deliverables and review, including cleanup and reuse planning.
21. Edit and thoroughly proof all reports and forms as required by the EPA.

**Georgetown County will complete the following tasks, and/or provide the following:**

- Provide contacts within the county to energize the process.
- Supply sites for community and ESC meetings.

**Georgetown County will not be responsible for the following tasks, and/or provide the following deliverables.**

- EPA required reports and forms.
- Management of QEP or the company of their employment.

**Proposal Requirements**

Proposers shall provide one (1) electronic, reproducible original RFP submittal in PDF format, clearly labeled with the firm's name and the bid number. The RFP response must be complete, clear and concise, not to exceed thirty (30) 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.

Proposers are encouraged to follow in their responses the sequence of the proposal requirements outlined here. Responses should be clear and relevant. Proposals should provide the detail necessary to allow the County to properly evaluate the offeror's proposal to provide the required services. The County does not accept liability for any costs, which the Proposer may incur, in responding to this RFP. Any cost(s) shall be the responsibility of the Proposer alone.

Respondents shall submit the following items in the format provided as complete proposal:

1. Cover Letter & Background

The Proposer shall complete and submit a cover letter to summarize key elements of the proposal. Summarize your Firm's understanding of the County's intent, the work to be performed, and the objectives to be accomplished.

An individual authorized to bind the Proposer must sign the cover letter and attached Mandatory Submittal Forms. The letter must stipulate that the proposal price(s) will be valid for a period of at least ninety (90) days. The cover letter shall indicate the mailing address, physical address (if different) and telephone number of the Consultant's office as well as the main contact person's name and email address for proposal questions and the name and email address (if different) of the authorized person for issuance of formal letters and/or contract purposes.

2. Qualifications

The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five (5) years that are similar in size and scope to that requested in the RFP. This section should also include how the firm would complete assessment including Phase I and Phase II with all EPA approvals and cleanup proposal. Information shall include the following:

- a. Names and resumes of key staff that would be heavily involved with this contract.

- b. Provide copies of any licenses and/or certifications your firm or key personnel hold for the services required within this RFP.
- c. List any sub-contractors that the Consultant would use for the requested services. Note the contract would be with the selected Consultant only and prices should reflect any and all costs that the Consultant would need for payment of their own sub-contractor. Also, indicate if you will be teaming with other firms to complete this work. If you utilize a consultant that is NOT a full-time employee of your firm, please so indicate.
- d. Consultant shall indicate if they are a disadvantaged business enterprise and/or any sub-contractors are disadvantaged business enterprises as per [40 CFR Part 33](#).

### 3. References & Past Record of Performance

- a. Provide at a minimum five (5) references (preferably of similar size and scope) that received similar services from your organization. The County reserves the right to contact any of the organizations or individuals listed. Information shall include:
  - Client name, address, contact person name, telephone and email address.
  - Contract description
  - Contract start and end dates
  - Identify services and if any, subcontracted services, and to what other company.
- b. Provide brief examples of past work on similar assessments.

### 4. Methodology

- a. Provide an implementation plan that comprehensively outlines the methodologies, controls, and project management strategies employed by your firm to effectively manage the specific work outlined in this Request for Proposals (RFP) to include completion of the following items:
  - Project planning.
  - Creation of ESC
  - Community outreach
  - Phase I assessment
  - Phase II assessments
  - Additional Testing Required
- b. Provide your anticipated project schedule and how your firm will communicate with the County.
- c. Provide description of current project workload and how firm will accurately complete contract.

### 5. Cost

Provide your firm's price proposal and rate sheet for hourly rates as well as any charges for specific services requested within this RFP on the provided Mandatory Bid Submittal Form. If awarded, the prices provided will remain constant throughout the term of the

contract. Failure to provide pricing on the required mandatory bid submittal form may result in your proposal being deemed non-responsive and rejected. Provide any additional costs that your firm may charge that have not been addressed on the mandatory bid submittal form.

The County reserves the right to seek further clarification from applicants during the RFP process. It aims to contract with the most qualified, responsible, stable, and responsive provider whose proposal offers the greatest advantage to the County. Georgetown County will determine the full qualification and responsibility of respondents for the required services. Moreover, the County retains the right to reject any or all RFP submissions and responses at any point.

**EVALUATION & SELECTION**

The County’s Evaluation Committee shall review each proposal and verify the claims and credentials of each Offeror. The Committee may elect to seek additional information from any or all proposers. The Committee may elect to interview offerors to aide in their evaluation process. Price shall be considered, but need not be the sole determining factor. The following criteria will be used in the evaluation process:

<b>Item</b>	<b>Point Value</b>
<ul style="list-style-type: none"> <li>• <b>Qualifications</b></li> </ul>	25
<ul style="list-style-type: none"> <li>• <b>References &amp; Past Record of Performance</b></li> </ul>	25
<ul style="list-style-type: none"> <li>• <b>Methodology</b></li> </ul>	25
<ul style="list-style-type: none"> <li>• <b>Cost</b></li> </ul>	25
<b>Total</b>	100

If necessary, the County reserves the right to negotiate with the highest ranked offeror. If negotiations are not deemed satisfactory with the highest ranked offeror, negotiations may be performed with the second highest ranked offeror, and so on and so forth until an acceptable negotiation can be made. 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.

The successful firm will be expected to sign a contract with the County of Georgetown. The successful firm shall execute and return the contract documents to the County within fifteen (15) days of receipt. The County reserves the right to include additional terms and provisions, as negotiated.



**Instructions for Proposals**  
**RFP #23-078**  
**EPA Brownfields Community Assessment**

**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 provider.

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:**

Jennifer Hunt, Senior Buyer  
Post Office Box 421270, Georgetown, SC 29442-4200  
Fax: (843) 545-3500  
Email: [purch@gtcounty.org](mailto:purch@gtcounty.org)

2. Sealed bids to provide **EPA Brownfields Community Assessment Maintenance** shall be received electronically through the County’s Vendor Registry webpage until the cut-off time shown in the bid timeline on page three (3) of this document. Bids will then be promptly opened at the designated time by the Buyer. Bids that are not received prior to the stated opening date and time will be considered **NON RESPONSIVE**. An official authorized to bind the offer must sign all bids submitted.
3. **Incident Weather/Closure of County Courthouse**  
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 Consultant. 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 “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. The term “Consultant” refers to the successful Bidder.

b) The term “**EPA Brownfields Community Assessment**”, “Work” or “Service” 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.

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 par-

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.gtcountry.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: Consultant 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 Consultant will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of 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. Small and Disadvantaged/Minority Business Enterprises, Women's Business Enterprises are encouraged to apply.
21. 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, Consultants 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, Consultants 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, Consultants 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://sam.gov/content/wage-determinations>
  - 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 Consultant shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - c) Copeland "Anti-Kickback" Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant agrees that (except where he has obtained identical certifications from proposed subConsultants for specific time periods) he will obtain identical certifications from proposed subConsultant s 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 Consultant is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at [www.georgetowncountysc.org](http://www.georgetowncountysc.org), select “Bid Opportunities” from the Quick Links box. It is each proposer’s responsibility to verify that all addenda have been received and acknowledged.

27. This Request for Proposal covers the estimated requirements to provide EPA Brownfields Community Assessment for the Georgetown County Public Services Department, Environmental Services Division. The purpose is to establish firm pricing and delivery. The right is reserved to extend the use of this contract to any County Department/Location.

28. TERMS OF AGREEMENT / RENEWAL

The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year.

29. PRICE ESCALATION/DE-ESCALATION:

Prices are to remain firm for the first contract period. In subsequent terms, the Consultant 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 con-

tract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE COMSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the County elects to renew the contract, the purchase order will reflect the changes.

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

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 subConsultants. 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 subConsultants.

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' & Consultants' 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 subConsultants 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 Consultant and service provider 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 subConsultant who may be working for a business or another Consultant. Employers should inquire whether or not a subConsultant working for them has workers' compensation insurance, regardless of the number of employees employed by the subConsultant. If the subConsultant does not, the subConsultant's injured employees would be covered under the employer's workers' compensation insurance. If the subConsultant does not carry workers' compensation insurance, then the owner or the principal Consultant would be liable just as if the subConsultant's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at: <https://www.wcc.sc.gov/>

32. Hold Harmless Clause

The Consultant 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 Consultant 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 Consultant 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 Consultant from any responsibility regarding defects or other failures to meet the contract requirements.

35. Invoicing and Payment

The Consultant 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.

South Carolina Sales Tax

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

36. Assignment of Contract

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

37. 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 Consultant 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.

38. Default

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

39. 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.

40. Applicable Laws

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

41. 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.

42. 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.

43. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.



- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

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-Consultants 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. Quotations to be F.O.B.: Destination

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

49. Unit Prices and Extension

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

50. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Request for Proposal, 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.

51. 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.

52. 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 Consultants working within Georgetown County must also secure a Consultant'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>.

53. Environmental Management:

Vendor/Supplier/Consultant 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. Response Clarification

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

59. Due to the unique nature of the services sought, the County's Local Vendor Preference is waived for this solicitation.

60. Vendor Checklist

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

- **RFP Submittal [30-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**  
**RFP #23-078, EPA Brownfields Community Assessment**  
**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 \_\_\_\_\_, 20\_\_.

Official Signature of Notary: \_\_\_\_\_

Notary's Printed or Typed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Affix Notary Seal Below:**



**MANDATORY BID SUBMITTAL FORM**

**RFP #23-078**  
**EPA Brownfields Community Assessment**

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 RFP: \_\_\_\_\_

2. **Total Cost of Project:** \$ \_\_\_\_\_

3. Contact Address: \_\_\_\_\_  
 \_\_\_\_\_

4. Contact Person \_\_\_\_\_

5. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

6. E-Mail address \_\_\_\_\_

7. Remittance Address: \_\_\_\_\_  
 \_\_\_\_\_

8. Accounting Contact \_\_\_\_\_

9. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

10. E-Mail address \_\_\_\_\_

11. List five (5) 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:	

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:	

**12. 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.]

13. If the bid is accepted, the required Contract must be executed within fifteen (15) days of written notice of formal award of Contract.

14. 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**

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

16. 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.

17. 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**

18. 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.

19. 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. 23-078 were received.

20. 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 subConsultant?

**Yes**       **No**

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

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

**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 subConsultant?



\_\_\_\_\_ %

(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 Consultant will be utilized in the performance of this contract, please provide the information above for each minority business.)

21. **ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subConsultants or sub-subConsultants; or (b) that you and your subConsultants or sub-subConsultants 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 subConsultants language requiring your subConsultants to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subConsultants language requiring the sub-subConsultants to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

22.

**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.

23. Printed Name of person binding bid \_\_\_\_\_

24. Signature (X) \_\_\_\_\_

25. Date \_\_\_\_\_

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



**EXCEPTIONS PAGE**  
**RFP #24-002, EPA Brownfields Community Assessment**  
**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".