



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
POST OFFICE DRAWER 1228 ♦ BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2350 FAX: (843) 255-9437

PROPOSAL NOTICE NO. 052917

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CLOSING DATE AND TIME: May 29, 2017, 3:00 pm

PROPOSAL TITLE: Lady's Island Area Plan Services for Beaufort County

You are invited to submit proposals in accordance with the requirements of this solicitation which are contained herein.

There will be a Non-Mandatory Pre-Proposal meeting on May 8, 2017 at 3:00 pm at the Finance conference room located at 106 Industrial Village Road, Building #2, Beaufort, SC 29906. All vendors are encouraged to attend.

In order for your proposal to be considered, it must be submitted to the Purchasing Office no later than the date and time as listed above, at which time respondents to this request will be recorded in the presence of one or more witnesses. Proposals received by the Purchasing Office after the time specified will be returned to the offeror unopened. Due to the possibility of negotiation with all offerors, the identity of any offeror or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

The proposals must be signed by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of proposals. **Proposals must be submitted in a sealed opaque envelope/container showing the above proposal number, closing date, and title.**

All submittals (see Part VII, Submission Requirements) received in response to this Request for Proposals will be rated by County Selection Committee, based upon the Evaluation Criteria as listed in Part IV. If the best offeror is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified offerors, or to cancel in part or in its entirety this proposal, if it is in the best interests of the County to do so.

BEAUFORT COUNTY

“Original Signed”

David L. Thomas, CPPO
Purchasing Director
(843) 255-2350

PART I

GENERAL INFORMATION

1. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
2. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
4. **One (1) clearly identified original and four (4) copies of your proposal are required.**
5. Proposals will be received by the Beaufort County Purchasing Department until 3:00 p.m. on the closing date shown.

In order to do business with the Beaufort County, vendors must register with Purchasing through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid. Registration is Free and you do not have to purchase anything from Vendor Registry.

To register with the County go to www.bcgov.net and go to the Purchasing Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry or the Beaufort County Website at www.bcgov.net.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on page 1 of this RFP document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason;
- All requested information and forms MUST be uploaded as one file if possible. Each submission must be inclusive of all forms which begin on page 15 through 24. If necessary to have more than one upload, pricing and signed acknowledgements, etc., are to be in the first upload and the MSDS should be in the second, with each titled accordingly. If you have a problem with your upload, you may contact Vendor Registry at **844-802-9202** or cservice@vendorregistry.com.

- Submittals may be re-submitted prior to the date and time of bid open; if multiple submissions are received from the same source, the submission with the latest timestamp will take priority.
- **Response is to be submitted ONLINE by one of the two methods below:**

- a. Use the Link: VendorRegistry.com
- b. From the County's home page, select **Bidding Opportunities**

****Note-The County will accept proposals by mail or vendors may drop off your proposals if you do not have access to a computer. After June 1, 2017 all vendors must be register on Vendor Registry and the County will no longer accept solicitations unless they are submitted through the Vendor Registry link or the County Web site.****

Proposals are to be mailed to:

**Beaufort County Purchasing Department
P. O. Drawer 1228
Beaufort, SC 29901-1228**

Hand deliver and/or

Express mail to:

**Beaufort County Purchasing Department
106 Industrial Village Road, Building# 2
Beaufort, SC 29906-4291**

The submitting offeror is required to have printed on the envelope or wrapping containing his proposal the RFP number, closing date, and title.

Offerors who desire to receive a copy of the Statement of Award must include a self-addressed stamped envelope.

- 6. **Prohibition of Gratuities:** It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
- 7. **Questions**

Fax or e-mail (e-mail questions are preferred) any questions you have, at least ten (10) calendar days prior to proposal closing date to:

Dave Thomas, Beaufort County Purchasing Department, (843) 255-9437. Confirm receipt of fax by calling Dave Thomas at 843-255-2350.

E-Mail Dave Thomas at dthomas@bcgov.net

Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Request for Proposal.

Part II Scope of Services

Beaufort County, South Carolina, is seeking proposals from qualified planning firms or land use consultants to facilitate and oversee the development of the Lady's Island Area Plan. The planning process is scheduled to begin in July 2017 and expected to be developed within six months.

Project Background

Beaufort County is located along the Atlantic coast in the southeastern corner of South Carolina. The City of Beaufort, an historic coastal city of 13,306 residents, is the county seat. Lady's Island is located directly east of the City of Beaufort across the Beaufort River. Over the last 50 years, Lady's Island has grown from a rural, agricultural area to a bedroom community of Beaufort with an estimated 14,589 residents. While it is mostly residential, Lady's Island has a suburban, auto-centric shopping district centered around Sea Island Parkway (US 21) and Sams Point Road (SC 802) referred to as the "Village Center". Current land use policies are designed to transition the Village Center area into a walkable mixed use community. Portions of the island, primarily within the Village Center, have been annexed into the City of Beaufort. The remainder of the island is unincorporated and within the jurisdiction of Beaufort County.

Lady's Island experienced rapid residential growth in the 1990's and early 2000's and is now experiencing another upturn in growth. A new Walmart Supercenter, Harris Teeter grocery store, and hundreds of new homes are planned or under construction. Lady's Island residents have many concerns about the impacts of rapid growth. First and foremost, only two bridges connect the island to Beaufort. Residents are concerned that future growth will mean future delays getting on and off the island. Residents are also concerned about losing the Lowcountry character of the island as several recent developments resulted in the loss of a significant amount of tree cover.

Project Assumptions

- The plan builds on existing plans, policies and studies including the Beaufort County Comprehensive Plan, the Beaufort County Community Development Code, the City of Beaufort Civic Master Plan and the Lady's Island Transportation Study. The findings and policies of these documents that are relevant to Lady's Island will be compiled and integrated and used as a starting point for creating a cohesive vision for the island.
- While the plan scope includes all of Lady's Island, a majority of the work will focus on Lady's Island's business district and adjoining neighborhoods.

- While the plan will have transportation and urban design components, we do not anticipate that specialists in these fields will be necessary to perform the project tasks.

Project Tasks

The Lady's Island Area Plan is intended to provide for goals, objectives and concrete implementation strategies focusing on the following tasks:

1. Assessing the capacity for additional growth on the island with the current land use policies and availability of land for development or redevelopment (much of this work has been done in the past and will consist of working with staff to update the existing data);
2. Refining the land use plan to better manage the quantity, location and configuration of future growth that provides for the most efficient use of public facilities; encourages infill development; and protects the natural resources and rural areas of the island. This analysis should include identifying where minority populations reside on Lady's Island and whether existing or proposed zoning districts have an adverse impact on this population.
3. Focusing on the Village Center, evaluate existing plans and policies to determine where revisions are necessary to ensure that a common City/County vision for this area is achieved. In addition, explore public/private projects (streetscapes, pathways, and other improvements) that will also assist with the implementation of this vision. This task will also focus on integrating the commercial district with nearby parks, schools, and residential areas through interconnectivity and compatible development.
4. Developing a public facilities plan that identifies existing roads, parks, public safety, and schools; establishes acceptable levels of service for these facilities; and projects future public facility needs and costs based on projected population growth and established levels of service. This plan will build on existing planned County infrastructure projects and the recommendations of the Lady's Island Transportation Study which will be completed in March 2017. This plan should also address shared arrangements between Beaufort County and the City of Beaufort to provide these services.

In preparing this plan emphasis should be placed on quality of life for residents, the protection of the region's important coastal environment, the scarce availability of fiscal resources, and the economic implications of the plan.

An essential element of this planning process will be to guide a facilitation process to gain consensus for the future vision for Lady's Island. The planning process will be overseen by either an ad hoc steering committee made up of Island residents and stakeholders; or the Northern Beaufort County Regional Implementation, an existing intergovernmental committee made up of elected officials and planning commission members representing the local governments and the school district.

Role of the Consultant

The role of the Consultant consists of the following:

1. Managing the planning process in a way that encourages the collaboration of the interests within the island;

2. Developing a consensus on a clear vision for the long-term growth and development of the island;
3. Working with the County Planning staff to complete the project tasks listed above,
4. Presenting the results of project tasks to a committee for review; and
5. Assisting the plan through the adoption process which may require up to three meetings.

Role of the Client

Beaufort County and the City of Beaufort have professional planning staffs that will provide existing pertinent data, documents, maps and other information, as necessary, to complete the work outlined above.

1. Maintaining overall responsibility for the project and designate a Project Planner who will manage the project on a day-to-day basis and be the point of contact for the Consultant.
2. Scheduling meetings, photocopying materials, and mailing any necessary materials.
3. Provide the recommendations and supporting data from the Lady's Island Transportation Study, which is currently being conducted by Stantec.
4. Provide the results of the 2011 Charette (Beaufort County) and the City of Beaufort Civic Master Plan (2014) as urban design supporting documents for the commercial center of Lady's Island.
5. Making available to the consultant the following information as it relates to the region:
 - current property line parcel map
 - current Tax Assessor's maps and information
 - current zoning map and zoning regulations
 - current comprehensive plans
 - current wetlands and floodplain maps and regulations
 - building permit and subdivision activity and history
 - current population projections
 - approved and planned developments
 - current and future use maps
 - natural resources and development constraints maps
 - comprehensive, area and functional plans within the region
 - current historic resources (e.g., State Register and local inventory listings)
 - traffic count data
 - aerial and base GIS maps
 - infrastructure and service plans
 - regional transportation model updated in 2016
 - other available pertinent plans and studies as needed by the Consultant

Consultant Qualifications

The selected consultant should be multi-disciplined with experience in visioning, facilitating community meetings and working with multiple jurisdictions on projects including growth management, infrastructure planning, finance, land use law, transportation planning, urban design, environmental planning, and any other pertinent disciplines as deemed appropriate based

on the consultants understanding of the project.

Consultants should have demonstrated experience undertaking similar projects in other jurisdictions with growth and development characteristics similar to Lady's Island.

Part III Timetable for Completion of Project

All tasks should be completed and deliverables submitted within six months from the date of execution of the contract.

It is the intent of Beaufort County to enter into a contractual arrangement with the selected consultant based upon the scope of services outlined within this proposal and the subsequent revision to the scope based upon negotiations. The proposal submitted by the consultant should reflect a fixed price for the work program broken down by work task.

As a first step in the process, the consultants will work with planning staff to finalize the work plan, refine the community participation approach and formulate an approach to the joint future land use plan.

1. Finalize Project Work Plan: The consultant will work with key planning staff to develop a Work Program, finalize resources to be committed to various elements of the plan, clarify allocation of work tasks between staff and consultants, finalize the project schedule and meeting/workshop timeline, and refine the communication and coordination process for the Plan.
2. Refine the Community Participation Approach: We anticipate that staff and consultants will need to refine the community participation process as the work plan for the plan update is finalized. Since key consulting team members will be working closely with the steering committee, we suggest that an initial meeting be held to kick off the planning process once the work plan and community participation program have been refined. The purpose of this meeting primarily would be to introduce the project team and review the final work plan and community participation plan, but could also be part of the issue identification process.
3. Formulate Approach to Future Land Use Plan: The consultant will assist staff in a developing a professional approach that balances the following interests:
 - protecting the environment;
 - promoting the character of the island;
 - managing the adverse impacts of growth;
 - protecting the rights of property owners;
 - protecting minority residents and property owners;
 - transitioning the Village Center into a walkable, mixed-use community;
 - making the most efficient use of public facilities; and
 - strengthening and expanding the region's economic base.

Part IV

EVALUATION CRITERIA

EVALUATOR: _____ DATE: _____

RFP#: _____ TITLE: _____

OFFEROR: _____

	<u>POINT RANGE</u>	<u>POINTS ASSIGNED</u>
1.0 Ability to meet or exceed all requirements, including the County preferences, as contained in Part II the Scope of Services.	<u>(0-30) Points</u>	_____
2.0 Soundness of offeror's approach to the problems and needs presented by the project, including offeror's methodology for achieving specific tasks and objectives.	<u>(0-10) Points</u>	_____
3.0 Experience and capacity of offeror, including recent and related experience. Name of Project Manager and Resumes of Key Personnel.	<u>(0-20) Points</u>	_____
4.0 Qualifications of project personnel and offeror's ability to commit a capable staff and support for a project of this size under the time constraints as listed in the RFP.	<u>(0-10) Points</u>	_____
5.0* Cost effectiveness and reasonableness of offeror's proposed fee.	<u>(0-30) Points</u>	_____
TOTAL POINTS:	<u>100 Points</u>	=====

PART V

CONTRACTUAL REQUIREMENTS

- 1.0 **EXCUSABLE DELAY**: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- 2.0 **S.C. LAW CLAUSE**: Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed proposal the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 3.0 **OFFEROR'S QUALIFICATIONS**: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The Purchasing Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 4.0 **OFFEROR RESPONSIBILITY**: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.
- 5.0 **AFFIRMATIVE ACTION**: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 6.0 **PRIME CONTRACTOR RESPONSIBILITIES**: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.
- 7.0 **SUBCONTRACTING**: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual

arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.

- 8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 9.0 PAYMENT AND PERFORMANCE BOND: The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of proposal, a Payment and Performance Bond. Contractor shall provide and pay the cost of a Payment and Performance Bond. The Bond shall be in the amount of one-hundred percent (100%) the annual contract cost, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
- 10.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.
- 11.0 BUSINESS LICENSE: In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.bcgov.net or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.
- 12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
- 13.0 INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at his expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation naming Beaufort County as an Additional Insured on the liability coverages. If not otherwise specified, the minimum coverage shall be as follows:
- 13.1 Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
- 13.2 Commercial General Liability Insurance - Contractor shall have and maintain,

during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.

- 13.3 Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
 - 13.4 The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
 - 13.5 The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
 - 13.6 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.
- 14.0 INDEMNITY: The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.
- 15.0 TERMINATION FOR DEFAULT:
- 15.1 The performance of Work under the Agreement may be terminated by the Purchasing Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
 - 15.2 The Purchasing Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

- 16.0 TERMINATION FOR CONVENIENCE: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

PART VI

SPECIAL INSTRUCTIONS

- 1.0 INTENT TO PERFORM: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Purchasing Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the proposal closing date. A review of such notifications will be made.
- 2.0 RECEIPT OF PROPOSAL: Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal closing will be void, regardless of when they were mailed.
- 3.0 PREPARATION OF PROPOSAL
- 3.1 All proposals should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the proposal.
- 3.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- 3.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- 3.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposal (RFP), you are to include this information as a separate appendix to your proposal.
- 4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Proposal. The County shall not be legally bound by an amendment or interpretation that is not in

writing.

5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Purchasing Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.

6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their proposal to the County, after the proposal opening. Discussions may be conducted with responsible offerors, who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

6.1 Determine in greater detail such offeror's qualifications.

6.2 Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.

6.3 Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.

6.4 Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.

7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received, and in all cases the County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will

not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as "Confidential" each part of their proposal, which they consider to contain proprietary information.

- 10.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.
- 11.0 ALTERNATES: Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.
- 12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or proposal therefore.
- 13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.
- 14.0 PROTEST PROCEDURES
 - 14.1 Right to Protest: Any actual or prospective proposer, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
 - 14.2 Authority to Resolve Protest: The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved proposer, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.
 - 14.3 Decision: If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,
 - 14.2.1 State the reasons for the action taken; and
 - 14.2.2 Inform the protestant of its right to administrative review as provided in this Section.
 - 14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

14.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.

14.5.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

15.0 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**: The contractor certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this solicitation/bid.

State whether or not your company has been involved in any litigation within the past five (5) years arising out of your performance by circling YES or NO.

PART VII

SUBMISSION REQUIREMENTS

To achieve a uniform review process and allow for adequate comparability, the proposals must be organized in the manner specified below:

- 1.0 Letter of Transmittal - limit to four printed pages.
 - 1.1 Briefly state your firm's understanding of the work to be done, and make positive commitment to perform the work.
 - 1.2 Identify your proposal's principal strengths.
 - 1.3 Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers.
 - 1.4 State whether or not your firm has been involved in any litigation within the past five (5) years, arising out of your performance. Explain fully if it has been involved in any litigation.
 - 1.5 Indicate the number and dates of amendments that you have received.
- 2.0 Table of Contents - clearly identify the material, by section and page number.
- 3.0 Proposed implementation plan.
- 4.0 List several of Offeror's prior similar projects with name, address, and phone of a contact with whom County can discuss proposers past performance.

- 5.0 List any exceptions to this RFP.
- 6.0 Other information and materials which the proposer wishes to submit in support of his proposal, qualifications, etc.
- 7.0 **Complete and return pages 15-24 with your RFP response. Failure to complete and return these pages may result in your RFP response being considered non-responsive.**

NON-DISCRIMINATION STATEMENT (SEC 2.537.2.1)

The offeror certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any RFP submitted to Beaufort County or the performance of any contract resulting there from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Beaufort County to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature Title _____

RFP NO. _____
PAGE _____ of _____

EXHIBIT A _____

NARRATIVE ON THE APPROACH TO THE SCOPE OF WORK

(Proposals should respond to the Scope of Work point by point by numeric reference.)

RFP NO. _____

EXHIBIT B

PAGE _____ of _____

SCHEDULE OF EVENTS

The Offeror should briefly describe each step of the schedule of events in his proposed plan of action to accomplish the scope of work in a sequential manner, identifying the specific assignment of key personnel and the time required to complete each step.

Step # Schedule of Events Time Required Person Assignment

RFP NO. _____

EXHIBIT C

PAGE _____ of _____

OFFEROR'S EXPERIENCE

1. Contract Title: _____
2. Contract Period: From _____ To _____
3. Geographic Area Serviced: _____
4. Scope of Work _____

References: Contracting Office _____
Title: _____
Address: _____
City: _____ State _____ Zip _____
Telephone #(s): _____

OFFEROR'S EXPERIENCE

1. Contract Title: _____
2. Contract Period: From _____ To _____
3. Geographic Area Serviced: _____
4. Scope of Work _____

References: Contracting Office _____
Title: _____
Address: _____
City: _____ State _____ Zip _____
Telephone #(s): _____

RFP NO. _____

EXHIBIT E

PAGE 1 of 3

PRICE PROPOSAL AND CERTIFICATION

The undersigned _____, having carefully examined the information

(Name of Offeror)

contained in the Beaufort County RFP Number # _____ dated _____, 2017, proposes to provide _____ services to Beaufort County Government, as outlined in this proposal, at the prices specified below:

In compliance with the Request for Proposal # _____, and subject to all conditions thereof, the undersigned agrees:

- (a) This proposal, as stated, is open for acceptance for a period of 90 calendar days from the date of opening; and
- (b) To furnish all services, materials, and equipment necessary and incidental to perform the subject audits.

CERTIFICATION

CONTRACTOR

HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY GRANT OR CONTRACT WITHIN ANY GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

YES

NO

(IF "YES" GIVE NAME, ADDRESS, AND TELEPHONE NUMBER OF REVIEWING OFFICE.)

RFP NO. _____

EXHIBIT E

PAGE 2 of 3

This proposal is submitted for use in connection with and in response to Beaufort County RFP # _____ . This is to certify, to the best of my knowledge and belief, that the cost and pricing data summarized herein are complete, current, and accurate as of _____, 2017, and that a financial accounting capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the sub-agreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current, and accurate as of the date above.

This cost proposal is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a proposal for the same service and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

Signature of Offeror's Representative authorized to enter into contract with Beaufort County Council:

FIRM NAME: _____

BY: _____ DATE: _____
(Signature)

TYPE/PRINT: _____
(Name) (Title)

ADDRESS: _____
(Street Address and/or P. O. Box Number)

(City) (State) (Zip Code)

PHONE: () _____ FAX: () _____
(Area Code) Phone Number (Area Code) Fax Number

EMAIL: _____

FEDERAL ID#: _____ S.C. TAX #: _____

RFP NO. _____

EXHIBIT E

PAGE 3 of 3

IS YOUR FIRM:

1.	SOLE PROPRIETORSHIP	_____ YES	_____ NO	
2.	PARTNERSHIP	_____ YES	_____ NO	
3.	CORPORATION	_____ YES	_____ NO	

IF COMPANY IS A SOLE PROPRIETORSHIP, LIST THE OWNER'S FULL LEGAL NAME:

IF COMPANY IS A PARTNERSHIP, LIST THE PARTNERS' FULL LEGAL NAMES:

IF COMPANY IS A CORPORATION, LIST THE FULL LEGAL NAME, AS LISTED ON THE CORPORATE CHARTER:

IS THIS FIRM A MINORITY, OR WOMAN-OWNED BUSINESS ENTERPRISE?

_____ YES _____ NO IF YES, SPECIFY: _____ MBE _____ WBE

HAS THIS FIRM BEEN CERTIFIED AS A MINORITY/WOMAN-OWNED BUSINESS ENTERPRISE BY ANY GOVERNMENTAL AGENCY? _____ YES _____ NO

IF YES, SPECIFY GOVERNMENTAL AGENCY: _____

DATE OF CERTIFICATION: _____



COUNTY COUNCIL OF BEAUFORT COUNTY

Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants

It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Government
Post Office Drawer 1228 ☒ Beaufort, SC 29901-1228
843.255.2354 Telephone ☒ E-mail: compliance@bcgov.net