



CLARENDON COUNTY
411 Sunset Drive
Manning, South Carolina 29102

REQUEST FOR PROPOSALS
RFP 2024-010- Newman Branch Stream Evaluation and Debris Removal Project

RFP# 2024-010

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CLARENDON COUNTY REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS: 2024 -010 NEWMAN BRANCH STREAM EVALUATION AND DEBRIS REMOVAL PROJECT

Clarendon County is accepting sealed PROPOSALS from qualified firms to evaluate and provide environmental engineering services related to natural resources compliance and management/planning resources. The desired end result shall be a turn-key project.

The successful team must provide satisfactory evidence of appropriate licensure and the ability to furnish a turn-key services/project in accordance with applicable federal, state, and local regulations, as well as all terms and conditions outlined in the solicitation. Those with the highest ranked qualifications may warrant an oral presentation, the County reserves the right to interview all or any of the firms responding to this request.

AWARD CRITERIA: Technical Proposals will be evaluated, qualified and ranked. Once the ranking process is complete, contract negotiations will begin with the highest ranked firm. If County is unable to negotiate a satisfactory contract/fee with the top-ranking firm, negotiations will be terminated and will commence with the next highest ranked firm and so forth, until a satisfactory contract can be negotiated.

The following criteria will be used to evaluate Technical Proposals:

1. Prior specialized experience in similar projects – provide a description and history of the firm which summarizes experience in similar projects, including staff reference resources, operations, planning, contract management...	0-30
2. <u>Project Approach:</u> Provide a short narrative description of your overall approach to completing the scope of work required by the County.	0-25
3. Provide key personnel, including Project Manager and team experience	0-10
4. Letters of commendation or references.	0-10
5. Proposed Price – include a timeline and budgetary project cost	0-25
TOTAL POSSIBLE POINTS	100

OWNER’S RIGHTS: Clarendon County reserves the right to accept or reject any, all or any part of responses received as a result of this request, to make multiple awards, to negotiate the option to add or delete requirements for the project, waive any informalities or to cancel in part or in its entirety this request, if it is in its best interest to do so. Clarendon County will be sole judge as to whether proposals meet all requirements. All proposals submitted shall become the property of Clarendon County.

This solicitation does not commit Clarendon County to award a contract, to pay any cost incurred in the preparation of proposals or to procure or contract for goods or services.

RFP PACKAGE & INSTRUCTIONS: Proposal packages will be available on:

Clarendon County Procurement site <https://clarendoncountyprocurement.sc.gov/solicitations>;

and on BidNet Direct. www.bidnetdirect.com//clarendoncounty

*****SIGNIFICANT DATES*****

DEADLINE FOR SUBMITTING TECHNICAL QUESTIONS (in writing): 4:00 P.M., Tuesday, December 10, 2024

DEADLINE TO SUBMIT SEALED PROPOSALS: Must be received by 4:00 P.M., Friday, December 20, 2024

SUBMIT TO: Jeffrey Hyde, CPPB, NIGP-CPP

Clarendon County Procurement Director
3 South Church Street (Voter Registration Bldg.)
Manning, SC 29102
Office Phone (803) 433-3240



Clarendon County
Procurement
 REQUEST FOR PROPOSALS
 SUBMITTAL FORM

Solicitation Number
 & Project Name:

 Procurement
 Director:

**RFP 2024-010 Newman Branch
 Stream Evaluation and Debris
 Removal Project**

 Jeffrey A. Hyde
 E-Mail: jhyde@clarendoncountygov.org

DESCRIPTION: **RFP 2024-010 Newman Branch Stream Evaluation and Debris Removal Project**
 *******SIGNIFICANT DATES*******

DEADLINE FOR SUBMITTING TECHNICAL QUESTIONS (in writing): 4:00 P.M., Tuesday, December 10, 2024
DEADLINE TO SUBMIT SEALED PROPOSALS: Must be received by 4:00 P.M., Friday, December 20, 2024

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS: *The Term "Offer" Means Your "Bid" or "Proposal".*

MAILING ADDRESS & PHYSICAL LOCATION:
CLARENDON COUNTY PROCUREMENT DEPARTMENT 3 SOUTH CHURCH STREET MANNING, SC 29102

AWARD & MENDMENTS	The award, this solicitation, and any amendments will be posted on the Clarendon County website http://procurement.clarendoncountygov.org/
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You must submit a signed copy of this form with Your Proposal. My signature indicates my agreement to be bound to the terms and conditions contained herein.

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation ____ State of <input type="checkbox"/> Incorporation <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other <input type="checkbox"/> CERTIFICATE OF INSURANCE ENCLOSED <input type="checkbox"/> DBE/MBE <input type="checkbox"/> SC RESIDENT VENDOR <input type="checkbox"/> SC CONTRACTOR
AUTHORIZED SIGNATURE (My signature indicates that I am authorized to submit a binding offer to enter contract on behalf of Offeror named above)	TAX PAYER ID _____ DUNS _____ GC LICENSE # _____
TITLE (Business title of person signing above)	ACKNOWLEDGEMENT OF ADDENDUMS: <input type="checkbox"/> ADDENDUM #1 <input type="checkbox"/> ADDENDUM #2 <input type="checkbox"/> ADDENDUM #3
PRINTED NAME (Printed name of person signing above)	DATE

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

OFFEROR'S ADDRESS	CITY/STATE	ZIP CODE
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PHONE	FAX	E-MAIL
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I hereby certify that my below price includes cost for permits, fees, personnel, labor, materials and equipment required to **provide the required services** and fully meets all terms, conditions and requirements as specified herein. My signature verifies that I am fully familiarized with the information contained within this entire solicitation, applicable amendments, my proposal and other applicable information included with my submittal. I certify that my offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign. This signed document, along with an issued PO# will serve as the contract for this project. *By submission of a signed agreement, I certify, under penalties of perjury, that my firm complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.*

Name & Title	Project Start and Time to Completion: We will start work _____ days after receipt of the Purchase Order. Our estimated Time from Start to Completion is _____ days.
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_____ JEFFREY A HYDE, CPPB, NIGP-CPP PROCUREMENT DIRECTOR	_____ DATE
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SECTION I: GENERAL INFORMATION

The purpose of this request is to accept PROPOSALS from qualified firms to provide environmental services and result in improved water flow to a county stream.

Please submit one (1) unbound original document – limit to a 50-page submission.

INTENT:

Clarendon County is seeking a qualified environmental engineering or natural resource management consulting firm to conduct a comprehensive stream evaluation, provide required permits and conduct debris removal to improve water flow and overall stream health in the defined area of Newman Branch area. A study was conducted in 2023 covering about 2 miles of Newman Branch. The firm selected will have to continue the evaluation of about 3.6 miles on to Fire Tower Road. A copy of the technical memorandum for the 2023 study is included. The 2023 study recommended removal of three (3) beaver dams along the way. The proposed evaluation will consider what other beaver dams, downed trees, sediment, etc. that need to be removed to improve stream flow. A single contract is anticipated between Clarendon County and the firm selected for the entire project.

SCOPE OF SERVICES:

1. Conduct a detailed stream assessment supplemental to the 2023 study to establish the existing functional condition, identify stressors, and determine constraints along Newman Branch. The area is thickly wooded with limited road access. Cleanout work will be done by hand.
2. Develop a plan for stream cleanout, including the removal of debris, sediment, and other obstructions.
3. Design and implement restoration solutions to improve water flow and habitat quality.
4. Prepare necessary permits and documentation for regulatory compliance.
5. Prepare permitting required and obtain access approvals.
6. Provide forces to conduct the debris removal work.
7. Review the work, monitor and evaluate the effectiveness of the cleanout and restoration efforts.

Qualifications:

- Proven experience in stream assessment, restoration, and cleanout projects.
- Familiarity with local, state, and federal environmental regulations.
- Ability to provide detailed project plans, cost estimates, and timelines.
- Previous successful projects in similar environmental conditions.
- Licensed and in good standing with relevant professional and regulatory bodies.

Submission Requirements:

- A statement of qualifications including company background, relevant experience, and key personnel.
- Examples of previous similar projects, including references and outcomes.
- Detailed project approach and methodology.
- Proof of licensure and insurance.

Selection Criteria:

- Experience and expertise in stream evaluation and restoration (Quality and relevance of previous projects).
- Compliance with regulatory requirements.
- References/Recommendations
- Cost-effectiveness

SECTION II: GENERAL TERMS & CONDITIONS

Clarendon County requires that each proposer shall carefully examine the RFP documents, study and become thoroughly familiarized with the specifications and terms and conditions contained herein.

Clarendon County assumes no responsibility for any claim that proposer is not familiarized with project.

This document will serve as the contract, by signing page 3 of this document, offeror's signature verifies familiarity with information contained within this entire solicitation and applicable amendments, and verifies to the County, offeror to be true and correct. Offeror certifies that offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. Offeror agrees to abide by all conditions of this solicitation and certifies that he/she is authorized to sign. Offeror affirms that ***By submission of a signed agreement, he/she certifies, under penalties of perjury, that said firm complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.***

NO BID BOND is due at submittal:

PAYMENT & PERFORMANCE BONDS: Successful contractor shall be required to provide payment & performance bonds in the amount of 100% of proposed /agreed upon contract amount.

PAYMENT TERMS & INVOICING

Payments to the successful contractor will be based on actual services received. The firm shall submit invoices that include a detailed breakdown of all charges. Invoice shall be based upon completion of all tasks or deliverables and shall include progress reports. Please do not submit invoices to Procurement.

Submit invoice to: **Clarendon County Finance/Accounts Payable**

**411 Sunset Drive
Manning, SC 29102**

or you may send invoice via e-mail to Accounts Payable at ap@clarendoncountygov.org

Clarendon County payment terms are **Net 30**, invoices will be paid promptly 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.

PLEASE INCLUDE ANY APPLICABLE TAXES IN YOUR PROPOSAL.

Clarendon County pays SC Sales Taxes in the amount of 8%. However, the County is exempt from Federal Excise Taxes and will issue exemption certificates, if requested.

Iran Divestment Act- Certification (Jan 2015):

(a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL:

http://procurement.sc.gov/PS/20150105_SC_IDA_List-Final.pdf Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Director immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

ADDENDUMS: All Addendums to and interpretations of this solicitation shall be in writing from the Procurement Director, Clarendon County. Any errors or omissions requiring correction shall be brought to the Procurement Director's attention immediately. The Procurement Director shall not be legally bound by any Addendum or interpretation that is not in writing.

AWARD CRITERIA: Proposals will be evaluated, qualified and ranked. The highest ranked proposal(s) may warrant an oral presentation. If applicable, you will receive an invitation to make an oral presentation. The County reserves the right to interview all or any of the responding firms to this RFP.

Once the ranking process is complete, contract negotiations will begin with highest ranked firm. If County is unable to negotiate a satisfactory contract/fee with the top-ranking firm, negotiations will be terminated and will commence with the next highest ranked firm and so forth, until a satisfactory contract can be negotiated. Clarendon County reserves the right to interview all or any of the responding firms to this solicitation. Clarendon County anticipates making an award to the successful firm in a timely manner. All respondents will be notified in writing of the final selection.

Technical Proposals must provide adequate proof of ability to provide services. Specifications are not intended to be restrictive, but indicate the required features for satisfactory performance, where name brand specificity is used, Clarendon County will consider product equivalent. Clarendon County will determine if minor deviations are acceptable. All work will be performed in accordance with applicable local, state and federal requirements. All proposals must be complete and carefully worded and must convey all of the information requested in order to be considered responsive.

The following criteria will be used to evaluate Proposals: also see SECTION III

1. Prior specialized experience in similar projects – provide a description and history of the firm which summarizes experience in similar projects, including staff reference resources, operations, planning, contract management...	0-30
2. <u>Project Approach</u> : Provide a short narrative description of your overall approach to completing the scope of work required by the County.	0-25
3. Provide key personnel, including Project Manager and team experience	0-10
4. Letters of commendation or references.	0-10
5. Proposed Price – include a timeline and budgetary project cost	0-25
TOTAL POSSIBLE POINTS	100

CERTIFICATE OF INSURANCE: Successful offeror(s) shall name the County as additional insured on the contractor's insurance policies. Contractor will be required to provide a '**Certificate of Insurance**' for any CONTRACTOR visiting on-site in Clarendon County and those that are so located, and those that provide on-site equipment maintenance, evaluation, or other services for the protection of Clarendon County, contractor shall maintain throughout the performance of its obligations under this Agreement a policy or policies of Workers' Compensation Insurance with such limits as may be required by law, and a policy or policies of general liability insurance with limits sufficient to cover any loss or potential loss resulting from this contract insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents and a policy or policies of Automobile Liability Insurance with such limits as may be required by law insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents while operating their vehicle(s) on Clarendon County property.

COMPETITION: This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested offeror to notify the Procurement Director in writing. The solicitation may or may not be changed but a review of such notification will be made prior to award.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed in writing to the Clarendon County Procurement Director, 3 South Church Street, Manning, SC 29102

CORRECTION OF ERRORS ON RESPONSE FORM(S): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for reviewing.

DEFAULT: In case of default by the contractor, Clarendon County reserves the right to purchase any or all services in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible proposal submitter/bidder until the assessed charge has been satisfied. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations. **Termination--Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, Clarendon County shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to Clarendon County for damages sustained by virtue of any breach by Contractor. **Termination--Funding.** Should funding for this contract be discontinued, Clarendon County shall have the right to terminate the contract immediately upon written notice to Contractor. **Termination--Notice.** Clarendon County may terminate this contract at any time upon written notice to Contractor. **Warranty and Responsibilities.** Any failure of Contractor to provide goods or services or otherwise perform pursuant to this contract, including, without limitation, interruption or delay, that is due to failure of any services, individually or in combination, to successfully transition and/or to provide correct results as set forth in this document, shall not be *force majeure*, and shall be a breach of this contract. This applies to any failure of Contractor to perform and/or subcontractors that are due to perform any services, individually or in combination.

DISPUTES: The basic and governing language of any contract resulting from this solicitation shall be comprised of this solicitation, including any attachments and/or addendums. The laws of South Carolina shall govern any agreement arising as a result of this solicitation and shall be litigated only in a nonjury hearing in the Circuit Court within the Third Judicial Circuit of Clarendon County, South Carolina. Upon approval of the Circuit Court, any such action shall be referred to the Master-in-Equity for Clarendon County. The prevailing party shall be entitled to recover attorney's fees and the costs of said litigation.

DRUG FREE WORK PLACE CERTIFICATION: By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

ETHICS ACT: By submitting an Offer, You certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

FALSE CLAIMS: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

INDEMNIFICATION: Any term or condition is void to the extent it requires the County to indemnify anyone.

NON-APPROPRIATIONS: Any contract entered into by Clarendon County or its departments, institutions, agencies, political subdivisions or other entities resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

NOTIFICATION OF INTENT OR STATEMENT OF AWARD: The Intent to Award and/or Statement of Award will be posted on the Clarendon County web site.

OWNER'S RIGHTS: Proposals shall convey all of the information requested in order to be considered responsive Clarendon County reserves the right to accept or reject any, all, or any part of offers received as a result of this request, to negotiate with all qualified Design-Build Teams, or to cancel in part in its entirety this RFP if it is in the best interest of Clarendon County. Clarendon County and Clarendon County alone will be the judge as to whether that variance is significant enough to consider the proposal non-responsive and therefore not considered for award. Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and Addendums, and page 1 signed. In the event of a conflict between the two documents, the RFP shall govern.

PROHIBITION OF GRATUITIES Section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states in part as follows: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgement as a public official or public employee, or such public official solicits or accepts such compensation to influence his action, vote or judgement shall be subject to the punishment as provided by Sections 16-9-210 and 16-9-220". Gratuities in any form are strictly prohibited.

PROPRIETARY/CONFIDENTIAL INFORMATION Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the Offeror must invoke the protections of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the Offeror. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

All Offerors must visibly mark as "Confidential" each part of their proposal which they consider to contain proprietary information. **All unmarked pages will be subject to release in accordance with the guidelines set forth under Chapter 4 of Title 30 (The Freedom of Information Act) South Carolina Code of Laws and Section 11-35-410 of the South Carolina Consolidated Procurement Code.** Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute are: 1. Customer lists; 2. Design recommendations and identification of prospective problem areas under an RFP; 3. Design concepts, including methods and procedures; 4. Biographical data on key employees of the Offeror. Evaluative documents pre-decisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the predecisional deliberations.

MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.

All proposals submitted in response to this document become the property of Clarendon County. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the County upon award of contract. Ownership of all data, material and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County. Offerors not awarded a contract under this solicitation, may request return of excess copies of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all excess copies will be destroyed.

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT: The County of Clarendon requires all contractual activities to be in compliance with local, state, and federal mandates concerning "Protection of Human Health and Environment". Any contractor doing business with the County will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "The Hazard Communication Standard" OSHA CFR 1910.1200 (scrr article 1,71-1910.1200). By submission of this proposal, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

PROTEST PROCEDURE: Any prospective Offeror or contractor, who is aggrieved in connection with the solicitation shall protest in writing to the Procurement Director within ten (10) calendar days of the date of issuance of the RFP or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual Offeror or contractor, who is aggrieved in connection with the intended award or award of a contract shall protest in writing to the Procurement Director within ten (10) calendar days of the notification of intent to award or statement of award is published. A protest shall be in writing, submitted to the Procurement Director and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.

PUBLICITY: Contractor shall not publish any comments or quotes by Clarendon County employees, or include the County in either news releases or a published list of customers, without the prior written approval of the Procurement Director.

REJECTION/CANCELLATION: Clarendon reserves the right to accept or reject any, all or any part of the statements received as a result of this request, or to cancel in part or in its entirety this request if it is in the best interest of the County to do so. Clarendon County will be sole judge as to whether statements submitted meet all requirements contained in this solicitation. Clarendon County will not be responsible for any cost incurred in the preparation of qualification statements. All statements shall become the property of Clarendon County upon submission.

RESPONSIVENESS / IMPROPER OFFERS: (a) Propose as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. (b) If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly Differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. (c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total cost cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Director. (d) Price Reasonableness: Any offer may be rejected if the Procurement Director determines in writing that it is unreasonable as to price. (e) Unbalanced Bidding. Clarendon County may reject an Offer as nonresponsive if the prices are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid

will result in the lowest overall cost to the County even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount.

RESTRICTIONS APPLICABLE TO OFFERORS Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the SC state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the Procurement Director or designee. This restriction may be lifted by express written permission from the Procurement Director. (b) Unless otherwise approved in writing by the Procurement Director ***you agree not to give anything to any Using Governmental Unit.*** **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations. **Termination--Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, Clarendon County shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to Clarendon County for damages sustained by virtue of any breach by Contractor. Clarendon County may terminate this contract at any time upon written notice to Contractor.

WITHDRAWAL OF PROPOSALS: An Offeror may withdraw his proposal without prejudice to himself not later than the day and hour set in the advertisement for receiving proposals, by communicating the purpose in writing to the Procurement Director, when received, said proposal surety, if applicable, will be returned to the Offeror unopened. Notification of withdrawal is the sole responsibility of the Offeror.

EXISTING APPURTENANCES: The Contractor shall be solely responsible for the continuity of service and shall maintain a safe and satisfactory operating condition for the duration of this project. The Contractor shall exercise every precaution to avoid damage to property and shall take all necessary precautions to prevent damage and/or take necessary action in the event of damage during project work. It shall be the Contractor's responsibility to keep the site neat and clean during the duration of the contract. At no time shall the Contractor allow any piece, part, pile, pool, or other collection of material be left in such allocation that would pose a hazard to persons in the work area.

The contractor shall actively exclude unauthorized persons from the work area. Contractor (and all approved sub-contractors) shall be appropriately licensed for the work proposed. The successful contractor shall also be Responsible for obtaining all permits required. The contractor shall maintain all necessary insurance for any damages to material or persons, including employees.

All employees of the contractor shall be, at all times, the sole employees of the contractor under its sole direction and not an employee or agent of Clarendon County. Clarendon County reserves the right to approve all sub-contractors and equipment. The contractor shall supply competent and capable employees who shall have and wear proper identification. Whenever possible, the contractor shall use local sub-contractors to supplement the work force. The County reserves the right to require the contractor to remove an employee the County deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. The successful contractor (and all sub-contractors) shall be appropriately licensed for the work proposed. The successful contractor shall also be responsible for obtaining all permits required.

RESTORATION OF PROPERTIES: The Contractor shall be responsible for assuring that all necessary precautions are taken for the protection of the public and all workers. All work shall be done in a safe manner and comply with all governing regulations concerning safety. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. All work being performed for and/or on Clarendon County property shall fully conform to all local, state, and Federal safety regulations, including OSHA.

WORKING HOURS: Successful contractor(s) activity associated with this contract shall be performed during normal business hours, 8:30 – 5:00, Mon-Fri. However, Clarendon County, may approve extended work hours if it is deemed necessary for the timely completion of work for this contract. If storage is needed, the Contractor shall obtain the permission from Clarendon County regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule and in a manner satisfactory to the material manufacturer(s). Contractor shall be held responsible for all accidents caused by negligence from this source. The County does not accept responsibility for losses of material or equipment regardless of approval to store in any of the County’s facilities or grounds.

WARRANTY AND SERVICE: Contractor must furnish names and phone numbers of persons to contact in case of warranty or service problems shall be furnished with PROPOSAL.

Successful Offer shall be responsible for all permits, fees, personnel, supervision, labor, time, materials and equipment required to perform a **TURN-KEY project** in accordance with all terms, conditions and specifications contained herein.

The County assumes no responsibility for oral instructions or suggestions. Any changes found necessary by the County, or the Contractor not covered in this solicitation under the scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor and the County. Any additional cost on the project must be submitted in writing by the Contractor for consideration. A written Change Order or Amendment to the Purchase Order will be issued by the Procurement Director, before the work can proceed. All official correspondence in regard to the specifications should be directed in writing to Clarendon County Procurement (via e-mail) to project@clarendoncountygov.org

SECTION III: REQUIREMENTS FOR PROPOSAL SUBMISSION

Proposals shall be submitted in the following format:

1. **Qualifications of Firm**

- a. **Summary of Qualifications:** Provide a cover letter with a description and history of the firm which summarizes experience in similar projects (reference resources, operations, planning, contract management)

2. **Technical Approach**

- a. **Project Approach:** Provide a short narrative description of your overall approach to completing the scope of work required by the County.
- b. **Accounting & Document Management:** Describe your approach to documenting completed work, invoicing and documentation.
- c. **Quality Control:** Briefly describe your approach and methods used to ensure that quality work is performed.

3. **Project Management**

- a. **Key Personnel:** Provide a list of key personnel to be assigned to provide the required services including brief resumes (not to exceed 1 page each) for each describing experience, training, and education relevant to the required services.
- b. **Certifications:** Provide a list of certifications held by key personnel.

4. **References**

- a. **References:** List at least three (3) references (preferable within the local area). The reference list should demonstrate the company's work experience with similar projects and identify each reference with contact name, address, email, and telephone number.

5. **Proposed Costs**

- a. Provide a detailed cost for the assessment and environmental requirements, including a project timeline.
- b. Provide an estimated project cost for the debris removal work.
- c. Provide any project management fees and final restoration documents and/or reports.

SECTION IV: AWARD INFORMATION

A. CRITERIA OF AWARD

1. Clarendon County will consider the evaluation factors, which price is only one of those factors. Offerors may offer/propose solutions which meet the “spirit” of the listed requirements but should note that only the proposed solution/service that meets or most closely meets all of the specifications will be recommended for award.
2. The selection process will be based on the responses to this RFP, and any interviews / demonstrations required to verify the ability of Offeror to provide the services / products proposed in response to this document, along with reference checks. Evaluation factors and associated point values are listed in the table.
3. A selection committee shall evaluate all proposals submitted to this RFP. The award will be based on general criteria, as outlined in this RFP. After an initial screening process, vendors may be asked to make an oral presentation of its proposal. All arrangements and scheduling shall be coordinated by the RFP Procurement Office contact.

B. METHOD OF AWARD

The award of the contract shall be made to the responsible Offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth herein.

1. Prompt payment discounts will not be considered in determining low proposals and making awards.
2. Clarendon County reserves the right to award only a portion of the RFP, it is in the best interest of the County to do so.

C. NEGOTIATIONS

1. The Procurement Director shall facilitate all negotiations.
2. Discussions may be conducted only with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. All Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.
3. Offerors may be required to submit additional data during the process of any negotiations.
4. The County reserves the right to negotiate the price and any other term with the Offerors.
5. Any oral negotiations must be confirmed in writing prior to award.