
**COUNTY OF LEXINGTON
SOUTH CAROLINA**

**REQUEST FOR PROFESSIONAL QUALIFICATIONS
No. 2022-RFPQ-05**

**ENGINEERING DESIGN SERVICES FOR ROADWAY AND DRAINAGE
IMPROVEMENTS**



March 3, 2022

**PROCUREMENT SERVICES
212 SOUTH LAKE DRIVE
SUITE 503
LEXINGTON, SC 29072
TELEPHONE 803-785-8175
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I INTRODUCTION AND PURPOSE OF RFPQ

The County of Lexington, South Carolina is seeking sealed qualifications from interested firms to provide engineering services for the Culler Road, Charles Town Road, Volliedale Drive, Gary Hallman Circle and Crout Pond Way / Nathan Miller Road Roadway and Drainage Improvements Project in Lexington County. These services are to be provided on an as-needed basis. The contract will be in effect through the life of the projects.

The Lexington County evaluation committee will evaluate each of the submittals or firms on the following criteria:

1. Experience in design, project, and construction management;
2. Qualifications and experience with public works related projects;
3. Experience with State and Federally funded projects;
4. Past performance with Lexington County and/or other local governmental agencies;
5. Ability to provide “real time” service to client and projects;

Based on these evaluations, the selection committee will rank the most qualified applicants. Upon determination of the final rank by the selection committee, written notification of selection will be sent to all of those who respond to the Request for Qualifications. The Committee reserves the right to interview some or all of the prospective firms.

Lexington County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services

II. CALENDAR OF EVENTS

Distribution Date: **March 3, 2022**

Questions Deadline **March 24, 2022**

5:00 PM E.S.T.

Responses will be prepared and distributed in IONWAVE.

Submittal Deadline: **March 30, 2022**

2:00 PM E.S.T.

Proposals shall be uploaded into IONWAVE.

Tentative Proposal Distribution Meeting: **March 30, 2022**

Tentative 1ST Evaluation Meeting: **April 8, 2022**

Tentative Final Evaluation: **TBD**

Tentative Award Release Date: **April 11-15, 2022**

Tentative Council Approval: **April 26, 2022**

***deadline 4/15/2022**

Tentative Contract Start Date: **May 2, 2022**

***Times are tentatively scheduled committee meetings that may run behind or ahead of schedule.**

III SCOPE OF WORK

3.1.0 PROJECT INTENT

The County of Lexington is requesting engineering support from qualified engineering firms (Consultants) in order to meet the engineering requirements for the development of the Culler Road, Charles Town Road, Volliedale Drive, Gary Hallman Circle and CROUT Pond Way / Nathan Miller Road Roadways and Drainage Improvements Projects. These projects are being funded through the US Department of Housing and Urban Development (HUD) Community Development Block Grant Mitigation (CDBG-MIT) program.

The County will retain qualified Consultants to enhance Lexington County's ability to provide the necessary engineering services and comply with South Carolina State and/or Federal laws and regulations governing the program under which projects are developed.

The Roadways and Drainage Improvements Projects consists of:

1. Culler Road – 7,585 linear feet
2. Charles Town Road – 10,870 linear feet
3. Volliedale Drive – Approximately 7,350 linear feet
4. Gary Hallman Circle – Approximately 11,595 linear feet
5. Crout Pond Way/Nathan Miller Road – Approximately 6,360 linear feet

The projects consists of clearing vegetation, grubbing, relocating utility infrastructure, erosion repair, slope stabilization, drainage improvements to carry a 25-year storm event, fine grading and surfacing approximately 43,760 linear feet of roadway using 2" Hot Mix Asphalt Surface Course Type C and 6" Graded Aggregate Base Course.

Currently, Lexington County does not have a uniform, dedicated, right of way (ROW) along these roads. A new 50-foot ROW (25 feet on either side of the road center) will be acquired for these improved roads. The improved roads will generally follow the existing alignment. Additional ROW may be needed for drainage easements at portions of the roads; these easements are estimated to add an additional 25 feet on either side of the road centerline. This 100-foot-wide project corridor is expected to encompass all project activity areas, including those needed for staging equipment, vehicles, and supplies.

Modification of existing utilities, including movement of existing lines, will be coordinated with the utility providers. Easements for utilities will be the responsibility of the individual utility providers.

The County will consider submittals from qualified independent Consultants or Consultant teams in which the prime consultant is capable of providing a minimum of 65% of the services described herein. Submittals from Consultants or a team of Consultants not meeting this standard shall be deemed non-responsive, non- responsible.

3.2.0 SCOPE OF WORK

Interested Consultants shall develop a team of professionals who are capable of offering the variety of services defined herein.

Projects assigned to the Consultants under this contract may include, yet not be limited to:

Transportation and Highway Engineering:

Including, but not limited to: paving existing dirt roads, new roadway design, intersection improvements, pavement section design, right of way acquisition coordination, construction management, material testing and inspection, utility coordination, subsurface utility engineering, and evaluation of safety; all in accordance with Lexington County, American Association of State Highway and Transportation Officials (AASHTO) and South Carolina Department of Transportation (SCDOT) standards and all other means necessary.

Geotechnical Engineering:

Including, but not limited to subsurface exploration, soil boring, material sampling, testing, analysis, and recommendation related to excavation, slope stability, infiltration, groundwater, retaining structures, pond dams, compaction, gradation, and pavement section design and evaluation. Geotechnical engineering tasks shall be completed in accordance with professional engineering standards such as those published by AASHTO, ASTM, ICC, and SCDOT and all other necessary means.

Water Resources Engineering:

Including, but not limited to, hydraulic/hydrologic engineering using standard computation methodology and computer modeling, in accordance with, but not limited to: Lexington County, Natural Resource Conservation Service (NRCS), South Carolina Department of Health and Environmental Control (SCDHEC), Federal Emergency Management Agency(FEMA), and U.S. Army Corps of Engineers (USACE) standards, policies and procedures. Tasks will include storm drainage system design and evaluation, stormwater management best practices design, waterway analysis to support culvert and pond dam design, development of sediment and erosion control measures, and other related activities.

Land and Geodetic Surveying:

Including, but not limited to, measurement of land and land features, establishment of property boundaries, topographic mapping, establishment of vertical and horizontal surveying control using global positioning systems and equipment, adjustment of survey data including balancing of traverses and volume calculations, adjustment of GPS control points with existing data, cross sectioning, preparation of right of way and boundary plats and related activities. All land surveying and geodetic assignments shall be completed in accordance with the standards of practice accepted in the State of South Carolina.

Environmental Field Delineation:

Including, but not limited to wetland delineation, permitting and mitigation, archaeological, endangered species, and any other regulatory permitting requirements. Ability to develop a wetland mitigation bank.

Real Property Acquisition:

Including, but not limited to acquiring the necessary rights of way, drainage easements, slope permissions, etc. necessary to complete the work assigned. The methods used shall be in accordance to current County practices.

Construction Management:

Including, but not limited to general oversight and inspection of construction processes such as clearing and grubbing, excavation, grading, sub-base preparation, base course placement and preparation, drainage feature installation, pile/shaft installation, and paving operations. Construction management may also include review of Consultant

submittals related to material, quantity, payment, sequencing and schedule.

Compliance:

The contract will be reviewed for compliance with Federal regulations including Section 3 and Davis-Bacon. Section 3 firms are encouraged to apply.

3.3.0 QUALIFICATIONS

The following employee classifications are to be assigned to the various projects performed under this contract, depending upon project scope. The County requires submission of resumes of individuals proposed for any given assignment. Consultants shall submit information verifying the minimum qualifications set-forth herein as part of the submittal and the individual's resume. Individuals added to the assignment after the initial submittal is awarded, shall have a complete summary of qualifications submitted to the County for approval prior to commencing work on any given assignment. The County reserves the right to reject any individual deemed inappropriately qualified for an assignment, and the Consultant may propose an alternative. Required classifications will be determined prior to issuing the Notice to Proceed for the project assignment.

1. **Project Manager** – This position will be the County's point of contact with the Consultant. More than one project manager may be approved under this contract, though only one shall be assigned to a specific project.

The Project Manager will be qualified to oversee all aspects of an assignment. Minimum qualifications shall include:

- a. Minimum of ten (10) years of design and permitting experience in related area.
 - b. Minimum of six (6) years of project management experience in related area.
 - c. Current Professional Engineer, Professional Land Surveyor registration in South Carolina, dependent upon the project assignment.
2. **Professional Engineer** – This position will assist the Project Manager in completing assigned tasks. Typical areas of responsibility may include one or more of the following aspects of engineering: water resources, transportation and highways, structural, traffic and land development, facilities (mechanical/electrical) engineering as defined herein. Minimum qualifications shall include:
 - a. Minimum of six (6) years of engineering experience, similar in nature to the work required by the assignment.
 - b. Significant knowledge and experience with all applicable reference material and design software.
 - c. Current Professional Engineer registration in South Carolina.
3. **Design Engineer** – This position will assist the Project Manager in completing assigned tasks. Typical areas of responsibility may include those listed for the Professional Engineer. Minimum qualifications shall include:
 - a. Minimum five (5) years of design engineer experience similar in nature to the work to be performed.
 - b. Knowledge of and experience with all applicable reference material and design software.
 - c. Engineer in Training (EIT) registration.
 - d. Two (2) additional years or seven (7) years total engineering design experience may be substituted for EIT registration.

4. **Computer Aided Design Technician (Draftsperson)** – This position will assist the Project Manager in completing the assigned tasks. This individual is primarily responsible for producing the finished drawings. Minimum qualifications shall include:
 - a. Minimum four (4) years of computer aided drafting experience on related projects.
5. **Environmental Specialist** – This position will assist the Project Manager in completing the assigned tasks. Typical responsibilities may include assuring that various environmental features, such as forests, wetlands, historical amenities, etc., are appropriately identified and inventoried to support the project assignment, provide Phase I and Phase II environmental site assessments as requested. Qualifications shall include:
 - a. Related degree from college or university pertaining to their field of expertise.
 - b. South Carolina or National certification or approval for their field of expertise (where applicable).
 - c. Minimum four (4) years of technical experience in their field of expertise.
6. **Professional Land Surveyor** – This position will assist the Project Manager in completing the assigned tasks. Typical responsibilities will include those defined in the land and geodetic surveying section of this RFQ, including but not limited to certification and affixing his/her seal onto professional surveying documents required by the Minimum Standards of Practice for Land Surveying. Such documents may include, but not necessarily be limited to, boundary surveys, right of way plats, subdivision plats and meets and bounds descriptions. Minimum qualifications shall include:
 - a. Minimum seven (7) years of related surveying experience.
 - b. Registration as a Professional Land Surveyor in the State of South Carolina.
7. **Survey Crew Chief** - This position will assist the Project Manager in completing the assigned tasks. Typical responsibilities may include overseeing the field operations and data collection for survey services needed to complete the assigned projects satisfactorily. Minimum qualifications shall include:
 - a. Survey Crew Chief shall have a minimum three (3) years of experience in that position.
8. **Survey crew member** – This position will assist the Project Manager and/or Survey Crew Chief to complete measurements, collect data necessary to complete the assigned projects satisfactorily.
9. **Clerical** – This position will assist the Project Manager in completing the assigned tasks. Typical responsibilities may include typing specifications, special provisions, reports, and providing copying and duplication services.

Should the Consultant find that additional employee classifications be necessary, such information should be specifically addressed in the Qualifications and Experience Submittal.

The Project Manager, Surveyor, and/or Professional Engineer shall affix his/her professional seal and signature to the work product when determined necessary by the County. The appropriate seal shall be in accordance with South Carolina law.

IV COST PROPOSAL

County will request quotations with the awarded consultant(s) for each requested project.

V BONDING REQUIREMENTS

Bonds will be required on a case-by-case basis.

Bonding according to 2 CFR 200: For construction or facility improvement contracts or sub contracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the consultant(s) for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the consultant’s requirements under such contract.
- (c) A payment bond on the part of the consultant(s) for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the Grantee provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements are:

- A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” must be a firm commitment in the form of a bid bond, certified check, or other negotiable instrument as assurance that the bidder is prepared to execute a contract within the time specified for the bid amount.
- A performance bond from the (sub)contractor for 100 percent of the contract price to secure the (sub)contractors’ fulfillment of all obligations under the contract.

- A payment bond from the (sub) contractor for 100 percent of the contract price to assure payment of all persons supplying labor and materials under the contract.

Note: if state or local procurement policies require higher or additional bonding and insurance requirements – they must be followed for CDBG-DR procurement.

VI ADMINISTRATIVE RULES FOR THE RFPQ

6.1.00 ADDITIONAL INFORMATION INQUIRIES

All inquiries concerning this RFPQ shall be submitted through IONWAVE. If your company is having issues accessing the IONWAVE website please contact:

Shannon Sharpe
Procurement Officer
County of Lexington
Phone: 803-785-8175
Fax: 803-785-2240
Email: snsharpe@lex-co.com

6.2.00 RECEIPT OF QUALIFICATIONS

Proposals are to be submitted no later than **2:00 P.M. E.S.T., March 30, 2022** in the Lexington County e-procurement system IONWAVE. Due to the possibility of negotiations with any offeror submitting their qualifications which appears to be eligible for contract and award pursuant to the selection criteria set forth in this Request for Professional Qualifications, terms and conditions will not be divulged at the time of opening.

6.3.00 PREPARATION OF QUALIFICATIONS

6.3.01 Each offeror shall carefully examine all RFPQ documents and thoroughly familiarize itself with all requirements prior to submitting qualifications. Should an offeror find discrepancies, ambiguities, or omissions in proposal documents, or should the offeror be in doubt as to their meaning, offeror shall at once request written clarification from the Procurement Officer via the IONWAVE Q&A Board. The person submitting the Proposal shall be responsible for its prompt submission via the County's e-procurement website IONWAVE. Any interpretation or clarification of the proposal documents will be made via IONWAVE.

6.3.02 Before submitting qualifications, each offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this proposal. Failure to make such investigations and examinations shall not relieve the successful offeror from the obligation to comply, in every detail, with all provisions and requirements of the Request for Professional Qualifications.

6.3.03 No proposal will be considered from any firm that has failed to perform acceptably on any other contract with the County of Lexington.

6.3.04 If the offeror is a corporation, the proposal shall be signed in the name of and under the seal of the corporation by a duly authorized officer of the corporation with the

designation of the signer's official capacity. The proposal shall show the state in which the corporation is chartered, and, if that state is other than South Carolina, the proposal shall show that the corporation is authorized to do business in the state of South Carolina. If the offeror is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person who is duly authorized to bind the partnership. The signer's official capacity and authority shall be shown. If the offeror is an individual or sole proprietorship, the proposal shall be signed by the individual in person, stating the name or style under which the offeror is doing business. In any case, the proposal shall show the current business address of the offeror which is to be used for receiving communications from the County.

6.4.00 DISQUALIFICATIONS OF OFFERORS

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that an offeror is interested in more than one proposal for the same work will cause the rejection of all proposals in which such offerors are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among the offerors and no participants in such collusion will be considered in future proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected.

6.5.00 CORRECTIONS MADE BY OFFEROR

Offerors are cautioned not to obliterate, erase, or strikeover any **printed material** as set forth in this Request for Professional Qualifications. In quoting prices, wherever offeror has made an error and has corrected, any and all such corrections should be initialed by the person signing the proposal. Failure to comply with this provision may result in rejection of the proposal. All documents submitted must be legible.

6.6.00 EVALUATION OF QUALIFICATIONS

6.6.01 In evaluating the qualifications, the County of Lexington reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the offeror deemed to best serve the interests of the County; and adopt any part or all of a proposal if it is judged in the best interests of the County.

6.6.02 Each proposal will be evaluated on the content of the offeror's proposal, i.e., the burden of information clarification and research rests solely on each offeror's effort and will be considered a reflection of interest and efficiency.

6.6.03 During the review process, the review panel shall have the right to request from offerors any other information or evidence that it deems necessary for evaluation of the proposal and relevant to any one or more of the stated evaluation factors. The failure of an offeror to promptly provide such requested information or evidence shall be sufficient grounds for determining the offeror to be non-responsive and for rejection of the proposal.

6.6.04 The County of Lexington reserves the right to contact an offeror for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the offeror that is deemed appropriate and would assist in the evaluation.

6.6.05 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of the Request for

Professional Qualifications will be classified as “acceptable”. Proposals found not to be acceptable will be classified as “unacceptable” and no further discussion concerning same will be conducted.

6.7.00 EVALUATION CRITERIA

The County of Lexington intends to award a contract resulting from this Request for Professional Qualifications to the responsive and responsible offeror(s) whose qualification is determined to be the most advantageous to the County taking into consideration the evaluation factors set forth herein. The County reserves the right to reject any and all proposals. Lexington County shall be the sole judge of whether or not a qualification meets the requirements of this Request for Professional Qualifications.

Responses may be evaluated on the following criteria utilizing the score sheets included in this RFPQ in Attachment One (1). The County reserves the right to interview responders of this RFPQ at its discretion. The County will not be responsible for any costs associated with interviews of responders.

Proposals will be reviewed and evaluated by the review panel based upon the evaluation factors that are listed below in no particular order:

Team’s demonstrated experience and ability in design, project, and construction management of the various professional services defined herein. (30 points).

Personnel experience and qualifications in design, management, permitting, and construction and inspection of local government projects. (20 points)

Experience with state and federally funded projects. (20 points)

Previous performance/experience on Lexington County, SC contracts and/or references from similar jurisdictions and associated work / statement describing the firm or person’s ability to service Lexington County projects. (20 points)

Demonstrated ability to provide “real time” service to client and projects. (10 points)

6.8.00 BASIS FOR AWARD

6.8.01 An award resulting from this request shall be awarded to the responsive and responsible offeror(s) whose qualification is determined to be most advantageous to the County, taking into consideration the evaluation factors set forth herein; 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 qualification has or has not satisfactorily met the requirements of this RFPQ.

6.8.02 An evaluation committee has been established in order to review and evaluate all qualifications submitted in response to this Request for Professional Qualifications. The committee shall conduct a preliminary evaluation of all responsive technical proposals.

6.8.03 Upon Committee selection, negotiations will begin with the Consultant(s) considered most advantageous to the County. It is anticipated that the contract award will

be made within ninety (90) calendar days after the receipt of submittals. Failure to meet this award schedule will in no way invalidate the submittals or any of the conditions contained in this RFPQ.

6.9.00 ORAL PRESENTATIONS

6.9.01 Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the Procurement Officer to make oral presentations to the Evaluation Committee. This committee will then conduct a final evaluation of the offerors. The Evaluation Committee shall then negotiate a proposed contract with the highest qualified offerors. At the time the proposed contract is negotiated, the offerors and the Evaluation Committee may negotiate any changes desired in the Request for Professional Qualifications if deemed in the best interest of Lexington County. If a satisfactory proposed contract cannot be negotiated with the highest qualified offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified offeror and so on. The Committee will make appropriate recommendation(s) to Lexington County Council prior to actual award of contract.

6.9.02 Each offeror who submits a response to this Request for Professional Qualifications may be required to make an oral presentation of the submitted proposal to the County. Such presentations provide an opportunity for the offeror to clarify the proposal, to insure mutual understanding, and will in no way change the offeror's original proposal. Subsequent travel expense by the offeror will be at the offeror's expense.

6.9.03 Offerors are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the Director of Procurement require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

6.10.00 CONTRACTING

Upon award of the proposal, this document and the successful offeror's proposal, including all correspondence, supporting documents and completed forms, shall become part of the contract. All written communications between the County of Lexington and the successful offeror after the proposal opening may also be incorporated into the contract.

6.11.00 AMENDMENTS

All amendments to and interpretations of this solicitation shall be in writing. The County of Lexington shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County of Lexington in writing or in this RFPQ should be used in preparing offeror responses. All contacts that an offeror may have had before or after receipt of this RFPQ with any individuals, employees, or representatives of the County of Lexington and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing responses.

6.12.00 COUNTY RESPONSIBILITY TO PROPOSAL

This solicitation does not commit the County of Lexington 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 of Lexington reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the County to do so. If the proposal fails to conform to the essential requirements of the RFPQ, the County of Lexington alone will be the judge as to whether that variance is significant enough to consider the RFPQ non-responsive and therefore not considered for award.

6.13.00 TERMINOLOGY

The terminology used and the organization of the RFPQ are not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFPQ should be made by the offeror in these situations.

6.14.00 PROHIBITION OF GRATUITIES

Section 8-13-420 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 judgment as a public official or public employee, or such public official solicits or accepts such compensation to influence his action, vote or judgment shall be subject to the punishment as provided by Sections 16-9-210 and 16-9-220." Gratuities in any form are strictly prohibited.

6.15.00 PROPRIETARY/CONFIDENTIAL INFORMATION

6.15.01 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.

6.15.02 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 section 11-35-410 of the 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:

- Customer lists;
- Design recommendations and identification of prospective problem areas under an RFPQ;
- Design concepts, including methods and procedures;
- Biographical data on key employees of the offeror.

6.15.03 Evaluative documents predecisional 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.

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

6.16.00 OWNERSHIP OF MATERIAL

All proposals submitted in response to this document become the property of the County of Lexington. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the County of Lexington upon award of contract. Ownership of all data, material and documentation originated and prepared for the County of Lexington pursuant to this contract shall belong exclusively to the County.

6.17.00 DISCUSSIONS/NEGOTIATIONS

By submission of a proposal, offeror agrees that during the period following issuance of the RFPQ and prior to final award of contract, offeror shall not discuss this procurement with any party except the Procurement Officer or other parties that may be designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using agency/department, any aspects of the procurement without prior approval of the Procurement Officer.

6.18.00 MINIMUM QUALIFICATIONS

6.18.01 The submitted qualifications should include the following:

Introduction to principals and supervisory staff planned for the work that describes both history and professional experience.

Provide a listing of three (3) relevant projects, including:

A listing of staff that worked on the project and their project assignment (i.e., estimating, supervisory, actual work staff);

Complete project description;

Nature of Consultant's responsibilities;

Project owners' name; and

Reference contact with current telephone number.

A statement by the Consultant(s) of their ability in both experience and available labor to meet the requirements contained herein.

A statement by the Consultant(s) describing their ability to provide "real time" service to the client. Real time shall be defined as providing services within a predetermined time based on the requirements of the projects, as in a one week or one month deadline for the completion of panting an area.

Professional references for both the Consultant(s) and key individuals assigned for these projects.

A statement that describes the Consultant's experience with the County of Lexington.

6.18.02 The County of Lexington will have up to ninety (90) calendar days to review all submittals.

6.19.00 RIGHT TO PROTEST

Any prospective proposer, offeror, and/or consultant(s), who is aggrieved in connection with the solicitation of a contract shall protest to the Director of Procurement within ten (10) calendar days of the date of issuance of the Request for Professional Qualifications or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual proposer, offeror, and/or consultant(s), who is aggrieved in connection with the intended award or award of a contract, shall protest to the Director of Procurement within ten (10) calendar days of the notification of award. The protest shall be in writing and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.

6.20.00 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, via the County's e-procurement system IONWAVE. Withdrawal is the sole responsibility of the offeror.

6.21.00 NO CONTACT POLICY

QUESTIONS REGARDING SPECIFICATIONS AND/OR THE SOLICITATION PROCESS: To ensure fair consideration for all vendors, the County prohibits any type of communications to or with any department, employee, or County official during the solicitation process, except as provided in the solicitation. This includes any communications initiated by a vendor to any County Official or employee evaluating or considering the response, prior to the time an award decision has been made public.

Communications between the vendor and the County shall be initiated by the Procurement Services or the appropriate County representative in order to obtain necessary information or clarification needed to develop a proper and accurate evaluation of the response. Any communications initiated by a vendor concerning the submitted response shall be grounds for disqualifying the offending vendor from consideration for award of the solicitation and/or any future solicitations.

It will be the sole responsibility of the vendor to contact the Procurement Services prior to submitting a response to ascertain if any amendments have been issued.

Any question concerning this document, the specifications, or the solicitation process must be made in writing.

VII. PROPOSAL PRESENTATION

7.1.00 DELIVERY OF QUALIFICATIONS

7.1.01 Offerors shall upload their responses in the e-procurement system IONWAVE. Each file size shall not exceed one hundred (100) MB. **Offerors must complete and submit all forms included in this RFPQ.** Vendors interested in being considered for these projects should respond on IonWave with a letter of interest, current resume of qualifications, staff and their qualifications, a direct response to each of the selection criteria that was identified, and any other pertinent information. The preceding shall be limited to twenty- five (25) double-spaced pages with a minimum size 10 font. The Lexington County selection will be based on information submitted. However, additional information and/or an interview may be required. Failure to include all forms may result in

disqualification of the offeror's proposal. Each offeror shall provide **one (1) original version** and **one (1) redacted version**.

7.1.02 All proposals should be concise and clear, and should convey all of the information requested by the County. Proposals should be prepared simply and economically. All proposals shall be complete and effective to satisfy the requirements of the RFPQ. Emphasis should be on completeness and clarity of content.

7.1.03

1. No submittal preparation expense will be paid by the County in response to this solicitation
2. The approval or disapproval of Consultants and sub-consultants will be determined by their response to this request and past performance with Lexington County. The Consultant(s) should make no assumptions as to this Committee's prior knowledge of qualifications.
3. The submitted qualifications shall include, at a minimum, the following:
 - a. Introduction of Consultant(s) and/or team of professionals planned for this work that describes both history and professional experience.
 - b. Resumes of individuals that will be assigned to this contract and the role(s) that person will fill as described above.
 - c. A listing of relevant projects including:
A listing of staff that worked on the project and their project assignment (i.e., design engineer, designer, etc.),
Complete project description,
Nature of firm's responsibilities,
Project owner's name,
Reference contact with current telephone number.
 - d. A statement by the Consultant(s) of their ability both in experience and available manpower to meet the requirements contained herein.
 - e. A statement by the Consultant(s) describing their ability to provide "real time" service to the County.
 - f. A statement that describes the consultant's experience with state and federally funded projects.
 - g. Professional references for both the firm and the key individuals assigned for this project.
 - h. A statement that describes the person or firm's experience specific to Public Works and working with local government agencies.
 - i. A statement that describes the person or firm's experience with Lexington County.

j. Conclusion, remarks, and/or supplemental information pertinent to this request.

4. Any submittal may be withdrawn prior to the date and time set herein as the deadline for receipt of submittals. Any submittals not withdrawn prior to the deadline will constitute an irrevocable offer.
5. The County will have up to ninety (90) calendar days to review all qualification submittals.
6. Submittals received prior to the deadline may be opened but held in confidence. Submittals received after the deadline will be rejected and returned unopened.

7.1.04 There is no intent to limit the contents of proposals. Offerors may include any information deemed pertinent in addition to that outlined below. Failure to provide all required information may result in the proposal being non-responsive. If your proposal includes any information or materials other than the information requested in the Request for Qualification, you are to include this information as a separate appendix to your proposal.

The County of Lexington reserves the right to reject any or all proposals in whole or in part.

VIII. OVERVIEW OF REQUIREMENTS

APPENDIX

Include in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal. Offerors may submit, as an option, any additional contractual terms and conditions which they wish to propose. Include the following offeror's materials as appendices to the proposal:

IX. CONTRACTUAL REQUIREMENTS

9.1.00 OFFEROR RESPONSIBILITY

The consultants shall provide all of the proposed work and services as finally agreed upon and accepted by the County of Lexington. 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/herself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

9.2.00 AFFIRMATIVE ACTION

The consultants will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

9.3.00 SC 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 the laws of South Carolina, which requires such person or entity to be authorized and/or licensed to do business in this State. 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 this State, by submission of this signed proposal, the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, County of Lexington, 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 the State.

9.4.00 COMPLIANCE WITH LAWS

The consultants shall keep fully informed of all existing and future state and federal Laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications for this work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report same to the Director of Procurement, in writing. The consultants shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and he shall protect and indemnify the County, its officers and agents, against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree whether by themselves or their employees.

9.5.00 INDEMNIFICATION

9.5.01 The consultants and any of its subcontractors shall indemnify, defend, hold harmless and reimburse the County, their agents, officers and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever, relating to or arising out of any action or failure to act, by the consultants, its subcontractors, officers, agents and employees, or Relating to or arising out of the performance or failure to perform by the consultants, its subcontractors, officers, agents and employees of any of the obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, a taking, whether direct or indirect (inverse), loss of use and/or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs and attorney's fees for an appeal.

9.5.02 The County of Lexington shall promptly notify the consultant(s) of any civil or criminal actions filed against it or of any notice of violation from any federal or state agency or of any claim as soon as practical. The consultant(s) upon receipt of such notice shall have the right at its election to defend any and all actions or suits or join in the defense. Nothing herein shall be construed to prevent the County from defending their own interest.

9.6.00 EQUAL EMPLOYMENT OPPORTUNITY

Consultant(s) agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based upon race, sex, national origin, age, disability, or in any way violative of Title VII of 1964 Civil Rights Act and amendments or the South Carolina Human Affairs Law, except as permitted by said laws.

9.7.00 SOUTH CAROLINA STATE AND LOCAL TAX LAW

By submission of a signed proposal, you are certifying, under penalties of perjury, that you comply with Section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County of Lexington your compliance.

9.8.00 GOVERNING LAW

Consultant(s) hereby agrees to subject itself to the jurisdiction and process of the courts and to the law of the State of South Carolina of all matters and disputes arising or to arise under this contract and the performance thereof, including all matters pertaining to the validity, construction, interpretation and effect of a resulting contract. In the event of any dispute between the parties hereunder, all such disputes shall be pursued in Circuit Court for the State of South Carolina, Lexington County.

9.9.00 ATTORNEY FEES

In the event that the County of Lexington is required and shall bring a suit or action to compel performance of or recover for any breach of any stipulation, covenant, term or condition of a resulting contract, the County may seek attorney fees from consultant(s) and consultant(s) will pay to the County such attorney fees as the court may award. Otherwise, attorney fees in connection with any suit or action hereunder will be borne by the parties experiencing said expenses.

9.10.00 ASSIGNMENT AND MODIFICATION

9.10.01 The contract resulting from this RFPQ shall be binding upon the consultant, its successors, and assigns. This contract shall be binding upon the County in accordance with its terms and conditions. Contract shall not be assigned by consultant(s) without the express written consent of the County, such consent to be within the sole discretion of the County. Any change in majority ownership or operational control of consultant(s) shall be deemed as assignment by operation of law and shall not be permitted except as provided for herein.

9.10.02 No agreement to modify the formal contract shall be binding on the part of the County unless such modification is reduced to writing and executed by an authorized agent of the County.

9.11.00 SUBCONTRACTING

If any part of the work covered by this RFPQ is to be subcontracted, the consultant(s) shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the County of Lexington (Project Manger). The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

9.12.00 INDEMNIFICATION FOR LEGAL OR CONSULTANT SERVICES

Any contract for legal or consultant services entered into by the County of Lexington shall be in accordance with Section 11-9-105 of the 1976 Code of Laws of South Carolina, as amended, which requires completion of all services. In the event all services are not fully

rendered as provided for in the contract, any monies which have been paid by the County under the contract must be refunded to the County along with a twelve (12) percent penalty.

9.13.00 DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of \$50,000 or more). The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act (See Section 44-107-30). This will certify to the County of Lexington your compliance.

9.14.00 PAYMENT TERMS

Payment for services pursuant to a successful contract will be made within thirty (30) days after receipt of an accurate, undisputed and properly submitted invoice to the County after acceptance of completed order/project. Consultant(s) shall provide complete cooperation during any such investigation. Invoice shall be for services rendered for the period of the first day of the month through the last day of the month.

9.15.00 TERMINATION

9.15.01 *For Cause:* In the event of material breach by consultant(s), County of Lexington shall be given written notice specifying the material breach. The County would regard any deviation from the requirements of the contract that was neither trivial nor innocent as being material. Such deviations are evaluated on an instance-by-instance basis but any deviation which impairs the utilization or value of the property to the County would be regarded by the County as a material breach. Upon receipt of such notice, if consultant(s) has not begun correction of the material breach within two (2) days or has not substantially corrected the material breach within ten (10) days of receipt of written notice, County of Lexington shall have the right to terminate unilaterally and immediately services hereunder without further notice. County of Lexington reserves the right to purchase any and all services or other items thereafter in the open market, charging the consultant with any additional costs. Should such charge be assessed, no subsequent proposals or proposals of the defaulting consultant(s) will be considered until the assessed charge has been satisfied. Additionally, the County shall have a similar right of rescission in any instance where consultant(s) provides or seeks to provide any services for a price higher than that specified herein, without regard to cause, including governmental regulatory intervention and insistence. In the event of rescission, revocation or termination, all documents and other materials in the possession of County of Lexington or scheduled for delivery to the County relating to performance hereunder shall become the property of the County. County of Lexington's failure to exercise their rights to terminate under this provision shall not be construed as a waiver of their rights to terminate, rescind or revoke the services herein in the event of any subsequent breach.

9.15.02 *Non-Appropriation:* If the Lexington County Councils fail to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the contract, reduce the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County.

9.15.03 *Termination for Convenience*: The County, by written notice, may terminate this contract in whole or in part, when it is in the best interest of the County

9.16.00 ILLEGAL IMMIGRATION & PUBLIC CONTRACTS

In accordance with the South Carolina Illegal Immigration Reform Act, 2008, Act No. 280. Section 3 of this Act added to Chapter 14 to Title 8 of the South Carolina Code of Laws prohibits covered persons from entering into covered contracts unless the consultant(s) agrees either (a) to verify all new employees through the federal work authorization program [and requires the same from subcontractors and sub-subcontractors] or (b) to employ only qualifying workers. Effectively, the Act also requires consultant(s) to agree to provide any documentation required to establish either (a) that the Act does or does not apply to the consultant(s), subcontractor, or sub-subcontractor; or (b) that the consultant(s), and any subcontractor or sub-subcontractor, are in compliance with Section 3 of the Act.”

X SPECIAL PROVISIONS

10.1.00 CHANGES

10.1.01 County of Lexington has the right to add or delete services within scope at a later date.

10.1.02 No services for which an additional cost or fee will be charged by the consultant(s) will be furnished without the prior written authorization of the County of Lexington.

10.1.03 Should an extension or revision be requested, written requests for contract revisions may be submitted in writing to the County of Lexington sixty (60) days prior to the end of the current contract period. These requests shall be forwarded by registered mail to ensure delivery. The County reserves the right to accept or decline any requested revision. Any requested revision shall be accompanied by supportive documentation. The County of Lexington will accept or decline the requests for a contract revision, in written form, within thirty (30) days following the date of the request. No revision shall be effective until approved in writing by the Director of Procurement.

10.1.04 The amount and types of insurance required should be commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the consultant(s) shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

10.2.00 INSURANCE

10.2.01 SCHEDULE

LIMIT

WORKERS COMPENSATION

Statutory

As required by the State of South Carolina.

COMPREHENSIVE GENERAL LIABILITY

Premises Operations	\$1,000,000 per occurrence
Contractual Liability	
Independent Contractors	
Consultants	
Personal Injury	
Products - Completed Operations	
PROFESSIONAL LIABILITY	\$1,000,000 /\$2,000,000(per occurrence)
AUTOMOBILE LIABILITY	
All Owned, Non-Owned, and Hired	\$600,000 Combined (per occurrence or tort claim liability, whichever is greater)

10.2.02 The consultant’s comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the consultant(s). Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the County. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the County of Lexington. The County of Lexington, its officials, employees and volunteers are to be covered as insured’s as respects: liability arising out of activities performed by or on behalf of the consultant(s), including the insured's general supervision of the contract; products and completed operations of the consultant(s); premises owned, occupied or used by the consultant(s); or automobiles owned, leased, hired or borrowed by the consultant(s). The coverage shall contain no special limitations on the scope of protection afforded to the County of Lexington, its officials, employees or volunteers. To accomplish this objective, the County of Lexington shall be named as an additional insured under the consultant's insurance as outlined above.

10.2.03 The consultant(s) shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the consultant(s) shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

10.2.04 Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, and contingent or on another basis.

10.2.05 Each insurance required by the County of Lexington shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County of Lexington.

10.2.06 Consultant(s) shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

10.2.07 All certificates and endorsements must be received and approved by the County of Lexington within ten (10) days after notification of award.

10.2.08 The County, its officers and employees shall be named as an “additional insured” in the Automobile and General Liability policies and it shall be stated on the Insurance

Certificate with the provision that this coverage “is primary to all other coverage the County may possess”.

10.3.00 SOCIAL SECURITY

The consultant(s) shall be and remain an independent consultant(s) with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liabilities for the payment of any and all contributions or taxes for Social Security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other compensation paid to persons employed by the consultant(s) or work performed under the terms of this award and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by duly authorized state and federal officials; and said consultant(s) also agrees to indemnify and save harmless the County from any such contributions of taxes or liability hereof.

10.4.00 WORKER'S COMPENSATION COVERAGE

The consultant(s) shall comply with the State law known as the Worker's Compensation Act. The consultant(s) shall maintain such insurance as will protect both consultant(s) and the County from claims under Worker's Compensation Acts and from any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations are by the consultant(s) or anyone directly or indirectly employed in the work.

SAMPLE SCORE SHEET
Engineering Design Services for Roadway and
Drainage Improvements
2022-RFPQ-05
Review of Responses

VENDOR: _____

DATE: _____

POINTS	CRITERIA	Total Score	Comments
0 – 30	Team’s demonstrated experience and ability in design, project, and construction management of the various professional services defined herein.		
0 - 20	Personnel experience and qualifications in design, management, permitting, and construction and inspection of local government projects.		
0 - 20	Experience with state and federally funded projects.		
0 - 20	Previous performance/experience on Lexington County, SC contracts and/or references from similar jurisdictions and associated work / statement describing the firm or person’s ability to service Lexington County projects.		
0 - 10	Demonstrated ability to provide “real time” service to client and projects.		

Maximum Points 100

Total Score _____

Notes:

SAMPLE CONTRACT

COUNTY OF LEXINGTON
Procurement Services
212 South Lake Drive, Suite 503, 5th Floor
Lexington, South Carolina 29072-3493



Phone (803) 785-8XXX
Fax (803) 785-2240

(DATE)

(CONTRACT VENDOR AND ADDRESS)

RE: CONTRACT
BID NUMBER: (SOLICITATION #)
(SOLICITATION NAME)

Dear Mr. /Ms. (NAME):

Enclosed is a signed original contract for the above referenced contract. Upon review and approval, please have a copy of the contract signed on behalf of your company and return one fully executed copy of the contract along with certificate of insurance to my office. In order to fully execute this document, make sure that it is dated properly.

If your company has not done business with the County of Lexington, please contact me for a "Vendor Application" and "W-9 Form". We will require these forms to be filled out and returned to our office in order to add your company to our payment database. You may download these forms from our website at <http://www.lex-co.sc.gov/departments/DeptIQ/procurement/Pages/VendorRegistration.aspx>.

For all billing inquiries, your Accounts Payable contact will be (NAME) at (803) 785-81XX. **Please be sure to note this contact information with your company's Accounts Receivable department.**

We look forward to working with you on this project. Please let me know if you should have any questions or concerns regarding this contract.

Sincerely,

(NAME)
Procurement Officer

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON) **CONTRACT FOR (CONTRACT NAME)**

THIS AGREEMENT is entered into by and between the **County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072** (hereinafter referred as "County"), and **(CONTRACT VENDOR NAME AND ADDRESS)** (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide all of the work and services required by **(BID NUMBER) (IFB/RFP)**, which is incorporated herein and made a part hereof, for the **(SOLICITATION NAME)**.
2. **Term of Contract.** The term of this contract shall commence on **(DATE)** and shall continue for a period of **(NUMBER) (#) year(s)**. County shall have the right, but not the obligation, to renew this contract for **(NUMBER) (#) additional one year periods** under the same terms and conditions. This contract may be extended upon County written notice not less than **(NUMBER) (#) days** prior to the expiration of the initial term or any extension hereof.
3. **Compensation.** County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit A and there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.
4. **Payment Terms.** Invoicing will be allowed on a monthly basis. Application for payment shall reflect services completed through the last day of the month. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed, and properly submitted invoice to the County after acceptance of completed order/project.
5. **Insurance.** Company shall provide insurance as set forth in the BID.
6. **Modification / Change Orders.** Any change orders, alternations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County and Company, and executed with the same formality as this contract.
7. **Termination.** This contract may be terminated pursuant to the BID.
8. **Warranty.** Company's services are warranted to be performed in a timely and skillful manner and such services shall meet in addition to the response to the BID.
9. **Indemnification.** Company shall provide indemnification as set forth in the BID.
10. **Breach / Waiver.** No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

11. **Severability.** If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable there from.

12. **Entire Agreement and Priority of Documents.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by Company to County leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the contract, the order of priority in descending order is (i) this document, (ii) the BID, and then (iii) the Response.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this _____ day of _____, 20XX.

WITNESSES:

(CONTRACT VENDOR AND ADDRESS)

BY: _____

ITS: _____

**COUNTY OF LEXINGTON,
SOUTH CAROLINA**

BY: _____

Procurement Officer

Director of Procurement

Must be Uploaded to the Response Attachment Section of IONWAVE

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal 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 proposal and certify that I am authorized to sign this proposal. **By submission of a signed proposal, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.** I further certify that this proposal is good for a period of ninety (90) days, unless otherwise stated.

Company Name as registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

LEXINGTON COUNTY VENDOR NUMBER _____

IF VENDOR NUMBER IS NOT SUPPLIED, THE BELOW SECTION MUST BE COMPLETED.

Remittance Address

City, State, Zip

Fax Number

Telephone Number

Toll-Free Number if available

Federal Tax ID Number

SC Sales Tax Number

Option: Other commodities/services provided by your company.

Contractor's License Number (3), if applicable: _____

**NON-COLLUSION AFFIDAVIT
STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON**

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ of offeror that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said offeror nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other offeror, firm or person to submit a collusive sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposal in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other offeror, firm or person to fix the price or prices in the attached proposal or of any other offeror, or to fix any overhead, profit or cost element of the proposal price of any other offeror or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Lexington or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Authorized Signature: _____

Printed Name: _____

Subscribed and sworn to before me this ____ day of _____, 2022

Company: _____

Authorized Signature: _____

Notary Public

Printed Name: _____

Commission Expires: _____

SECTION 3 CLAUSE

Section 3 Clause: The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (42 U.S.C. 1701a) and with the requirements of 24 C.F. R. Part 135 requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.