



**CHEROKEE COUNTY, SOUTH CAROLINA**

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REQUEST FOR PROPOSALS

**RFP #2025-13**

FOR

**Consulting Services for Disaster Recovery and FEMA Public  
Assistance**

**Issued on:** Monday, November 18<sup>th</sup>, 2024

**Due Date:** Monday, December 2<sup>nd</sup>, 2024, at 12:00 P.M. EST

**Administered by:** Kristie Howell, Finance Director

# CONSULTING SERVICES FOR DISASTER RECOVERY AND FEMA PUBLIC ASSISTANCE

## 1. SECTION I – REQUEST FOR PROPOSAL INFORMATION

The information in this section is proposal specific. Any conflicting information stipulated in this section shall supersede the General Terms & Conditions noted in Sections II - VII.

### 1.1. PURPOSE

The County of Cherokee is seeking competitive sealed proposals from qualified organizations to provide professional consulting services for Disaster Recovery and FEMA Public Assistance in accordance with the specifications and conditions contained in the proposal. This proposal has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by proposers who wish to submit a proposal for consideration. It is the intent to enter into an on-call services contract, which would result in no immediate cost to the County of Cherokee, SC. The contractor shall provide all materials and services necessary in the performance of this proposal. The County of Cherokee, SC does not guarantee a minimum value for this contract.

### 1.2. SCHEDULE & SUMMARY

This request for proposals will be governed by the following schedule and criteria:

#### DATES

Release of Request	November 18, 2024
Pre-Bid Meeting*	No
Bids due	December 2, 2024, by 12:00 P.M. EST
Copies of Bid Response Required	Two, <u>in addition</u> to one original
Public opening*	December 2, 2024
Bonding Requirements	See page 6, (1.3.13.1)

### 1.3. SCOPE OF WORK

The County request proposals for assistance to support the County's Disaster Recovery operations and FEMA Public Assistance preparation to expedite financial recovery and mitigation to minimize impacts. This will include, but not limited to, reporting, and other consulting services associated with damage sustained as a result of any past, or future disasters. The selected consultant shall possess demonstrated experience in disaster recovery programs and have extensive knowledge and expertise in the operations of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program, Hazard Mitigation Program (HMP), and other federal and state programs to ensure full compliance with all applicable federal, state, and local laws, regulations, executive orders and FEMA requirements.

The executed contract will meet all rules for Federal grants, as provided for in Title 44 Code of Federal Regulations and 2CFR 200.317 through 200.236 and Appendix II.

#### 1.3.1. GENERAL

1.3.1.1. CONTRACT SCHEDULE: The awarded contractor shall sign and deliver the negotiated Agreement and such other required Contract documents to the County within ten (10) calendar days of the Notice of Award being received by the awarded contractor. Once the contract is executed between the County of Cherokee, SC and the awarded contractor, the awarded contractor will be bound by the on-call services contract to deliver the services required by this proposal. The County of Cherokee, SC must first approve any change in or substitution of team members, including any consultant, in writing.

1.3.1.2. QUALIFICATIONS: Proposals must include a cover letter, a description of the firm's capabilities and services, a discussion of the firm's expertise relative to the background and experience requirements contained herein and resumes of qualified professionals who will be responsible for completing assigned tasks. This material should also be provided for key sub-consultants.

- 1.3.1.3. **PRICING AND QUOTE PREPARATION:** Bidders are encouraged to list any options or services they provide that might be of interest to the County, not included in base proposal price.
- 1.3.1.4. **COMPENSATION:** Due to the scope of this project, compensation shall be based on the selected firm's rate schedule. Respondents are requested to provide a rate schedule with their proposal.
- 1.3.1.5. **COST TRACKING:** The services provided under this contract should be eligible for reimbursement as a direct administrative cost (reference Disaster Assistance Policy DAP9525.9, Section 324 Management Costs and Direct Administrative Costs and Recovery Policy 9525.14, Grantee Administrative Costs). To maximize the County's ability to recover the cost of services provided under this contract, the Firm shall track time on a project-by-project basis. Invoices submitted to the County for payment must reflect this project-by-project breakdown and must provide sufficient backup documentation to ensure reimbursement eligibility.
- 1.3.1.6. **COMPLIANCE WITH APPLICABLE LAW:** The successful contractor must acknowledge that FEMA financial assistance may be used to fund the contract, along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives. Further, the successful contractor must agree to comply with the applicable laws of the State of South Carolina, local laws, regulations, codes, ordinances, and proclamations.
- 1.3.1.7. **DEADLINE FOR QUESTIONS:** Proposals that are uncertain as to terms, delivery, compliance requirements, and/or specifications, may be rejected or otherwise disregarded. Every effort has been made to ensure that all information needed is included in this proposal. If the proposer finds that it cannot complete its response without additional information, it may submit written questions to the issuing office on or before the deadline set forth herein. No further questions will be accepted after that date.

### **1.3.2. FEMA PUBLIC ASSISTANCE ADVISORY SERVICES**

- 1.3.2.1. The Successful Contractor will be expected to provide FEMA Public Assistance Advisory Services, including, but not limited to, the following:
  - a. Provide guidance in recovering reimbursement for the repair/replacement of the loss of critical infrastructure.
  - b. Collaborate with County staff and others, as needed, on project formulation including damage assessments, information gathering, project development, preparation of project worksheets, to the Federal Emergency Management Agency (FEMA).
  - c. Attending all meetings with FEMA, state and insurance representatives, as well as participating regularly with the County's designated FEMA workgroup. The awarded firm will attend in-person meetings as required.
  - d. Identify and communicate risks within the County's operation that could preclude its ability to optimize reimbursement.
  - e. Assist with the management of FEMA-administered and/or other Federal or State grants.
  - f. Assist the County in establishing pragmatic document control, establishing a file retention system and data management processes to ensure disaster records are complete and ready for audit.
  - g. Generate project extension requests and amendments when necessary, and any other reports or documents to ensure grant reimbursement eligibility is not de-obligated.
  - h. Provide engineering, planning and permitting as required as a result of damages from disasters within the County of Cherokee. Note: A cost proposal will be required for any and all projects as they are identified.
  - i. Develop and execute a process/system for the County, from inception through the project closeout, to prepare and submit its disaster recovery program; this is to include documentation, procurement, contracts, payroll, and grant submission support.
  - j. Develop and execute processes for obtaining, analyzing and gathering field documentation; including, but not limited to, records related to procured goods and services, timekeeping, and

force account labor and equipment; this should include processes for disaster debris monitoring services.

- k. Develop improved and/or alternate project requests for FEMA and/or other Federal or State grants. Develop Hazard Mitigation Strategies and Proposals, as appropriate.
- l. Assist with the submission of first and second appeals to FEMA, as appropriate.
- m. Possess the expertise to assist in the preparation of accurate PA emergency and permanent work project estimates including but not limited to cost estimating, developing detailed damage descriptions and dimensions, scope of work, and accurate force account labor and equipment summary reports; and
- n. Coordinate and interface with engineering and design efforts for repair and/or construction of damaged facilities and infrastructure that will comply with FEMA eligibility and cost reasonableness determinations. Provide oversight of repair/construction efforts to ensure work complies with applicable Project Worksheets and related FEMA Public Assistance grant requirements and guidelines.

### **1.3.3. FINANCIAL PAYROLL (FORCE ACCOUNT LABOR) AND GRANT MANAGEMENT**

1.3.3.1. The Successful Contractor will be expected to provide Financial Payroll and Grant Management services related to FEMA Public Assistance, including, but not limited to, the following:

- a. Ensure County disaster recovery and restoration processes comply with laws, regulations and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.
- b. Possess the expertise to assist in all disaster-recovery financial reimbursement and reporting processes required by FEMA, State or other agency. Ensure there are no duplications of submission if varying agencies are involved.
- c. Possess the expertise to assist the County through FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of County personnel policies to ensure compliance for eligible cost reimbursement.
- d. Possess the expertise to assist the County through federal, state (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide oversight of contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.
- e. Perform interval review and reconciliation of actual project spending to ensure project costs are accurately captured.

### **1.3.4. PROCUREMENT AND CONTRACT MANAGEMENT OR MONITORING SUPPORT**

1.3.4.1. The Successful Contractor will be expected to provide Procurement and Contract Management and/or Monitoring Support services related to FEMA Public Assistance, including, but not limited to, the following:

- a. Ensure County disaster recovery and restoration procurement processes comply with laws, regulations and guidelines as required by federal, state or other agencies.
- b. Possess the expertise to assist in the review of County Purchasing policies to ensure compliance for eligible cost reimbursement.
- c. Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by federal, state, or other agencies; and
- d. Ensure County documentation is sufficient to respond to audits and reviews.

### **1.3.5. INSURANCE AND OTHER FUNDING SUPPORT**

1.3.5.1. The Successful Contractor will be expected to provide services for insurance assessment and assessment of funding support relative to the County's FEMA public assistance request, including, but not limited to, the following:

- a. Review and understand the County's insurance coverage in order to ensure the County's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by federal, state, or other agencies.
- b. Develop process to assist the County in routing eligible expenses correctly, including insurance coverage guidelines.
- c. Possess the expertise to assist the County with identifying other disaster recovery funding opportunities, including Community Development Block Grant Disaster Recovery programs; and
- d. Ensure there are no duplications of funding or submissions if varying agencies are involved.

### **1.3.6. HAZARD MITIGATION SUPPORT**

1.3.6.1. The Successful Contractor will be expected to provide services for hazard mitigation support relative to the County's FEMA public assistance request, including, but not limited to, the following:

- a. Provide expertise in identifying, developing and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.
- b. Possess the expertise to assist the County in preparing relevant documentation and analysis related to hazard mitigation grant programs; and
- c. Ensure County hazard mitigation programs comply with laws, regulations and guidelines as required by federal, state or other agencies.

### **1.3.7. EMERGENCY MANAGEMENT SUPPORT SERVICES**

1.3.7.1. The Successful Contractor will be expected to provide Emergency Management Support Services and must possess expertise related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review and test of plans related to future events.

### **1.3.8. CFR 200 COMPLIANCE LANGUAGE – PROCUREMENTS**

1.3.8.1. While assisting the County with project procurements or in the event the vendor must procure additional resources post-contract award, the awarded Proposer will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State, and Local Procurement Rules, Regulations and/or Ordinances, etc.

### **1.3.9. VENDOR BILLING**

1.3.9.1. The successful contractor will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the County. All direct project costs will be concisely billed to specific project codes established by the County. Vendor invoices will be categorized by project code and must include:

- Name
- Position
- Billing Rate
- Total Hours
- Costs
- Project
- Sub-task

### **1.3.10. TERM OF CONTRACT**

1.3.10.1. The County's intent is to enter into an on-call contract for an initial term of twelve (12) months, with four (4) optional 12-month renewal terms, under the same terms and conditions.

The Contractor will be responsible for submitting a written request for contract adjustments within thirty (30) days of the end of the then-current contract term. If approved, any change in the contract cost will be effective in an amount equivalent to the percentage increase for the previous calendar year (Jan – Dec), using the Consumer Price Index (CPI-U, South Region, All Items), as published by the U. S. Department of Labor, Bureau of Labor Statistics.

The contract shall automatically renew unless either party provides the other with written notice of intent not to renew within ten (10) days of the end of the then-current contract term.

### **1.3.11. SUSPENSION AND DEBARMENT**

- 1.3.11.1. This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier transaction it enters into.
- 1.3.11.2. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- 1.3.11.3. The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **1.3.12. SUB-CONTRACTORS**

- 1.3.12.1. If the Consultant elects to sub-contract with any firm for any portion of the work, the Consultant shall be responsible for all work performed by any sub-contractor and the Consultant shall not be relieved of any obligations under this Contract.
- 1.3.12.2. Each Respondent shall submit a list of proposed subcontractors to be used if awarded the contract.
- 1.3.12.3. Each Respondent must provide a list of Sub-Contractors, Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the County's request, provide all internal subcontractor documentation for federal reimbursement review. If no subcontractors are proposed, so state there on.
- 1.3.12.4. At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

### **1.3.13. BONDING REQUIREMENTS**

- 1.3.13.1. A one hundred ten percent (110%) Performance bond and a one hundred ten percent (110%) Payment bond shall be furnished payable to, in favor of, and for the protection of the County. When Bid bonds are required, they must be in a sum equal to five percent (5%) of the total amount of the contractor's response and may be in the form of a surety issued bond or cashier's check made payable to the County of Cherokee. Bid bonds are returned to the unsuccessful suppliers when the Notice of Award has been issued or contract has been executed. When bonding is required, failure to submit appropriate bonding will result in automatic rejection of bid.
- 1.3.13.2. Performance and/or Payment bonds must be presented within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies executing bonds must appear on the Treasury Department's most current publication (Circular 570 as amended) and be authorized to do business in South Carolina. Unless otherwise specified, bonds shall be in effect for a period of one year from the completion of the project. The bond amounts shall be increased as the contract amount is increased. No alternative securities are currently accepted in lieu of performance or payment surety bonds.

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## 1.4. EVALUATION CRITERIA

The County reserves the right to offer an award based on any combination of factors it determines to be in the best interests of the County and the County Residents. Price will be a factor, but it will not be the sole determining factor in awarding the bid. The County may award the bid to the Firm demonstrating the most complete response and demonstrating full compliance with the specifications in accordance with procurement requirements set forth by the State of South Carolina and the Federal Government.

### 1.4.1. Evaluation Committee & Criteria

The basis of selection will be the lowest responsive and responsible bid, as determined based on the Evaluation Committee's evaluation of the Proposals, including but not limited to the following evaluation criteria:

- Past performance on similar projects in terms of quality of work, cost control, and compliance with performance schedules. This must be documented by references and other means within the bid response – 30%
- Firm qualifications and experience – 20%
- Project Approach (i.e. methodology, understanding of the work to be performed) – 20%
- Price proposal/Fee schedule (Using Pricing Sheet Provided) – 20%
- Technical approach – quality of package (requested information provided, presentation, etc.) – 10%
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The Evaluation Committee shall evaluate each of the Proposals using the criteria and applying the percentages as set forth in the percentages above. The County reserves the right to request Proposers to appear for an additional presentation followed by a question-and-answer period, in order to further evaluate qualifications. The additional presentations, if any, will be scored and combined with prior scoring to determine the successful Proposer. The County is not obligated to accept the lowest cost proposal. The County may also award to other than the highest ranked proposer if the price submitted by that proposer is more than the budget available for the project. If made, the award will go to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service to the County.

*The County reserves the right to accept the BEST-EVALUATED RESPONSE as deemed by the Evaluation Committee, which may or may not be the lowest monetary response.*

## 1.5. FEDERAL TERMS AND PROVISIONS REQUIRED IN CONTRACT

The following terms and conditions must appear in any contract entered into with Successful Bidder related to the services set forth in this RFP.

- 1) Access to Records. The following access to records requirements applies to the Contract in addition to any requirements that may be elsewhere imposed:
  - a. Consultant agrees to provide County, the Comptroller General of the United States, or any of their authorized representatives or designees, access to any books, documents papers, and records of Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant shall keep its books documents, papers, and records available for this purpose for at least five years after this Agreement terminates or expires or such longer time as requested by County at any time prior to the expiration of the then applicable time frame. This provision does not limit the applicable statute of limitations.
  - b. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - c. Consultant agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Agreement, if applicable.
  - d. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and following completion of the contract if Consultant does not transfer the records to County or any authorized or designated federal representative.

2) Environmental Compliance.

- a. Consultant shall comply with all applicable standard, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 1701 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
- b. Consultant shall report all violations to County, any applicable State agencies, and the regional office of the Environmental Protection Agency.
- c. Consultant shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
- d. Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq.).

3) Contract Work Hours and Safety Standards Act.

- a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in Paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and any subcontractor responsible therefor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (a) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (a) of this Section.
- c. *Withholding for unpaid wages and liquidated damages.* The applicable federal funding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (b) of this Section.
- d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with clauses set forth in Paragraphs (a) through (c) of this Section.

- 4) Equal Employment Opportunity. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent the Agreement meets this definition, Consultant agrees as follows:



- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include provisions in Paragraphs (a) through (g) set forth in this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with

respect to its own employment practices when it participates in federally assisted construction work; provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliances, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has no demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- 5) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.
  - a. If Consultant intends to subcontract any portion of the work covered by the Agreement, Consultant must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:
    - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
    - ii. Assuring that small and minority businesses, and women's business enterprises, are solicited whenever they are potential sources.
    - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
    - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
    - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) Immigration and Nationality Act
  - a. Consultant agrees to comply with the terms of the employment provisions contained in 8 U.S.C. Section 1324A(e), Section 274A(e) of the Immigration and Nationality Act.
- 7) Administrative Remedies for False Claims and Statements

- a. Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to this Agreement.

## 8) Remedies

- a. If any work performed and/or good delivered by consultant fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the terms of the Agreement, the County may in its sole discretion:
  - i. Elect to have Consultant re-perform or cause to be re-performed, at Consultant's sole expense, any of the work which failed to meet the requirements of the Agreement.
  - ii. In the case of goods, reject the goods and require the Consultant to provide replacement goods that meet the needs of the County and the terms of the Agreement.
  - iii. Hire another Contractor to perform the work and deduct any additional costs incurred by County as a result of substituting contractors from any amounts due to consultant; or
  - iv. Pursue and obtain any and all other available legal or equitable remedies.
- b. This Section shall in no way be interpreted to limit the County's right to pursue and obtain any and all other available legal or equitable remedies against the consultant.

## 9) Compliance with Applicable Laws

- a. Consultant agrees to be bound by the terms of the Federally Funded Subaward and Grant Agreement between the County and FEMA and/or the State of South Carolina and any of its agencies if applicable.
- b. Consultant agrees to be bound by all applicable state and federal laws, regulations, and Executive Orders.

## 10) Suspension and Debarment

- a. Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Consultant can verify its status and the status of its principals, affiliates, and subcontractors at [www.SAM.gov](http://www.SAM.gov).
  - i. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - ii. Consultant must comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - iii. This certification is a material representation of fact relied upon by the County. If it is later determining that the Consultant did not comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

## 11) Byrd Anti-Lobbying Amendment

- a. Consultants who apply or bid for an award of \$100,000 or more shall file the required certification found below. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- b. The certification referenced in Paragraph (a) of this Section is below:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provision of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statement, apply to this certification and disclosure, if any.

\_\_\_\_\_

Date: \_\_\_\_\_

Signature

Name:

Title:

**COUNTY OF CHEROKEE, SOUTH CAROLINA**

## REQUESTS FOR PROPOSAL GENERAL PROVISIONS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

### 2. SECTION II – GENERAL TERMS AND CONDITIONS

All available information, notices and addenda regarding this RFP shall be posted on the County's website. Effective July 1, 2018, House Bill 489 requires that any solicitation extended by a municipal corporation for goods and services valued at \$10,000 or more and any solicitation opportunity extended for public works subject to Chapter 91 of Title 36 of the O.C.G.A. also be posted on the South Carolina Procurement Registry (GPR).

It is the Supplier's responsibility to check the County's website in order to confirm they have the most current information prior to submitting a response. Subsequent to the opening, all status notices will also be posted on the County's website.

#### 2.1. RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this bid must be submitted in the following format:

- Company Name
- Question
- Citation to relevant section of the bid

All questions, including questions regarding specifications/technical issues related to the RFP and administrative issues, must be in writing to the Purchasing Coordinator for this RFP (with a 'cc' to Project Manager). The deadline for questions is noted in Section 1.2 of this RFP.

The Finance Director's contact information is as follows:

**Kristie Howell**  
*Finance Director*  
Cherokee County  
110 Railroad Avenue, South Carolina 29340  
Email: [kristie.howell@cherokeecountysc.com](mailto:kristie.howell@cherokeecountysc.com)

No questions other than written will be accepted. No response other than written will be binding upon the County. Questions will be combined into one list of questions and responses and will be posted as an addendum.

**From the issue date of this request until an award has either been made or deemed closed for other reasons, institutions or individuals providing submissions are not permitted to communicate with members of the commission, the evaluation team or County employees, other than Procurement, with regard to the purpose or intent of this Request for Proposal. The exception to this is the submission of written technical questions to the Finance Director or communications unrelated to this Request for Proposal which occur in the ordinary course of County business. The County reserves the right to reject the submission of the offending supplier if this provision is violated.**

Any updates or changes to this and related documents will be posted on the County's website [www.cherokeecountysc.com](http://www.cherokeecountysc.com) "Government Services" and then "Finance/Purchasing" from the County home page. **It is the Supplier's responsibility to refer to the website for any addenda or other pertinent information before responding to this Request for Proposal.**

#### 2.2. PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION

All bids and any other public record with respect to solicitation shall be subject to public inspection, upon request, after the posting of the Notice of Intent to Award (NOIA) or Notice of Award (NOA). This is being done in order to protect the integrity of the procurement process unless otherwise required by law. For any Open Records requests, the County may assess fees for the costs of producing these public records as permitted by the South Carolina Open Records Act.

Exceptions to the availability of information include 1) bona fide trade secrets meeting confidentiality requirements that have been properly marked and documented; 2) matters involving individual safety as determined by the County; 3) company financial information requested by the County to determine supplier responsibility; and 4) other constitutional protections. All documents that are to be proprietary and confidential are to be clearly marked as such.

Information received in response to this bid request will become the property of the County and will not be returned. If a proposer feels that any information is confidential or proprietary in nature, the proposer must prominently mark and initial such information as "PROPRIETARY INFORMATION". The County will not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order a court of competent jurisdiction.

### **3. SECTION III –OVERVIEW AND PROCEDURES**

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

#### **3.1. COMPANY BACKGROUND & EXPERIENCE**

Suppliers that have not contracted with the County of Cherokee in the past 2 years should provide a list of clients for whom similar services, as detailed in this bid, have been provided during the past 3-4 years. References must be for the organization or person submitting the bid. Subcontractors' references are not acceptable.

The list must include:

- Dates of service
- Name of contact person
- Title of contact person
- Phone number of contact person

The Supplier will also disclose any services terminated by the client(s) and the reason(s) for termination. Failure to provide this information will disqualify the bid submission.

#### **3.2. REFERENCES**

References should be for historical projects of similar size and scope. Details regarding these references are noted on the Reference page.

#### **3.3. BID REQUIREMENTS**

##### **3.3.1. SPECIAL CONDITIONS**

By submitting a bid response, Suppliers certify that their proposals are made without collusion or fraud, and they have not offered or received any inducements in connection with their proposals. They further agree that this solicitation and any resulting contract shall be governed in all respects by the laws of the State of South Carolina, and they shall comply with applicable federal, state and local laws and regulations. Any contracts or leases resulting from the award of a Bid are to be for a period of not more than one year, with four renewal options for a total period not to exceed five years. Any exceptions to this policy must be noted and agreed to by both parties in writing, prior to the issuance of the Notice of Award. Pricing must remain firm for the duration of the initial term of the resulting contract; failure to hold firm pricing for the initial contract will be considered as sufficient cause for termination. Proposal submissions must remain valid for a minimum period of ninety (90) days after the submission due date unless otherwise stipulated.

The County reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive supplier's submittal is not in line with the budgeted amount for the project. The County, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction will be enacted only if it is in the best interest of the County and constitutes no guarantee of scope.

The County also reserves the right to add to the contract any future work or purchased goods, with the agreement of the supplier, at prices offered in this bid document. This option will be enacted during the contract or within six months subsequent to the end of the contract, if in the best interest of the County and with the agreement of both parties.

### 3.3.2. RESPONSES

In responding to a bid, ALL item numbers with appropriate formatting must show some type of acknowledgment in order for the response to be properly evaluated. Failure to respond to all specification criteria items may be deemed as sufficient reason to reject a submission. If formatting is not provided for a response at the item level, any non-compliance must be clearly marked, detailed and included with the bid response. Any items not identified shall be deemed as in compliance. Suppliers must: 1) complete any/all required forms; 2) indicate agreement or disagreement on each mandatory requirement and, if requested, provide additional information on how the specifications will be exceeded or not met; and 3) provide complete and detailed responses to any and all non-mandatory requirement that can be fulfilled.

If determined to be in the County's best interests, a Best and Final Offer (BAFO) may be requested. A BAFO may be requested when:

- The prices for all responsive and responsible submittals exceed budget.
- No single responsive and responsible submittal meets all requirements.
- When all responses are unclear or deficient in one of more areas.
- When the grading scores of two or more submittals require additional evaluation.
- At the discretion of the evaluation team to clarify submittals or to negotiate costs or other deliverables.

### 3.3.3. PACKAGING OF BID

Submissions must be by the following method:

No e-mail, fax or scanned submissions will be accepted. Hard copies are to be submitted in a sealed package containing an original and the number of copies specified in Section 1. The sealed package must be labeled on the outside as follows:

**(Supplier Name)**  
**RFP # (Bid Number)**  
**(Bid Title)**

**Supplier response to this bid must consist of the following documents in addition to any bid-specific information requested in Section 1.4:**

- **Pricing**
- **Schedule of proposed work (when applicable),**
- **Completion Schedule (when applicable),**
- **Supplier Registration is to be completed online, with the following forms needing to be uploaded**
- **Supplier Affidavit (E-Verify) (available online),**
- **W-9 (available online),**
- **Some responses may require an additional notarized Supplier affidavit. (See section 1.4),**
  - *The County cannot award to a supplier that is not registered and compliant,*
- **Tax Compliance form (required if over \$99,000) (supplied if required),**
- **Reference list of a minimum of three (3) references (supplied).**

### 3.3.4. SUBMISSION OF BID

**The original and specified copies of the bid response must be delivered to the Finance Director no later than the time and date specified in Section I. Any bid received after the stated time or delivered to a department other than Finance will not be accepted. The County of Cherokee will not be responsible for any responses not received by the Finance Department prior to the deadline.**

**Proposals must be submitted to:**

**Cherokee County  
Attention: Abi Reid – Administrative Assistant  
110 Railroad Avenue, Cherokee, SC 29340**

**3.3.5. ALTERNATE BID DOCUMENTS**

Documents prepared by the County which have been supplied for your use must be used for the submission of Bid Response where provided. The use of alternate forms that deviate from those supplied (See Section 1.4 of this RFP) may disqualify the Bid Response from consideration. If a form is not provided, the Bidder may produce their own document with the required/requested Bid Response information.

**3.3.6. ADDITIONAL INFORMATION/ADDENDA**

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Suppliers should not rely on any representations, statements, or explanations other than those given in this Invitation to Bid and its' addendums. Where there appears to be a conflict between the Invitation to bid and any addenda issued, the last addendum issued will prevail. It is the Supplier's responsibility to check for addendums (under Bid Opportunities) on the County's website.

***Suppliers must acknowledge any issued addenda. Bids which fail to acknowledge the supplier's receipt of any addendum will result in the rejection of the bid if the addendum contains information which substantively changes the County's requirements.***

**3.3.7. PROPOSAL PRICING, ERRORS AND OMISSIONS**

3.3.7.1. In the event there is a discrepancy between a unit price submitted and the extended price, the unit price will prevail.

3.3.7.2. All corrections, changes or erasures to the proposal submission are to be initialed in ink.

**3.3.8. WITHDRAWAL OF BID**

A supplier may withdraw his bid before the submittal deadline without prejudice to the supplier by submitting a written request of withdrawal to the Finance Department.

**3.3.9. LATE SUBMITTAL, LATE MODIFICATIONS & LATE WITHDRAWALS**

Bid submittals received after the bid opening date and time will not be accepted. Modifications received after the bid opening date will not be considered. The County assumes no responsibility for the premature opening of a bid not properly addressed and identified or not delivered to the proper designation.

**3.3.10. MINIMUM BID ACCEPTANCE PERIOD**

Bids shall be valid and may not be withdrawn for a minimum period of 90 days from the date specified for receipt of bids. Suppliers will be asked for an 'expiration date' for the bid submitted, when appropriate. This does not impact the contract price once a bid has been awarded.

**3.3.11. DISQUALIFICATION OF BIDS OR SUPPLIERS**

Suppliers may be disqualified from participation in the bid process for reasons which include, but are not limited to the following:

3.3.11.1. Evidence of collusion.

3.3.11.2. Attempting to manipulate the submittal pricing for its' own benefit (i.e. pricing resulting in a failure of the County's ability to enforce the Contract or impose the remedies intended following breach by Supplier);

3.3.11.3. Being in arrears on any of its existing contracts with the County or in litigation with the County or having defaulted on a previous contract with the County.

3.3.11.4. Being in arrears on taxes owed to the State of South Carolina.



- 3.3.11.5. Poor, defective or otherwise unsatisfactory performance of work for the County or any other party on prior projects which, in the County's judgment and sole discretion raises doubts as to the Supplier's ability to properly perform the work.
- 3.3.11.6. Any offering of gifts, unauthorized compensation or other unethical actions to County employees with respect to interest in any business activity.
- 3.3.11.7. Any false statement or misrepresentation in any portion of the Bid Packet, including but not limited to, misrepresentations regarding prior or current lawsuits or OSHA violations; or
- 3.3.11.8. Any other cause which, in the County's judgment and sole discretion, is sufficient to justify disqualification of the supplier or the rejection of their submittal.

### **3.3.12. REJECTION/CANCELATION/AWARD OF BIDS**

The County reserves the right to:

- a) reject any and all submittals received outside the time/place stated in the notice.
- b) reject any submittals which show omissions, irregularities, alteration of forms or unsolicited responses.
- c) waive any minor technicalities of form, or formalities of the responses without prejudice to other responses.
- d) reject any or all bids or any part thereof.
- e) obtain clarification on any point in a respondent submittal or obtain additional information.
- f) accept the bid that receives the best evaluation from the Evaluation Committee based on the evaluation criteria set forth within this RFP, regardless of whether or not it is the lowest bid.
- g) award the bids received on the basis of individual items or on the entire list of items.

The County also reserves the right to cancel this bid at any time and will not be liable for any cost/losses incurred by the Supplier throughout this process.

Where applicable, the County reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the County. If the County determines that an aggregate award to one supplier is not in the County's best interest, "all or none" offers will be rejected.

### **3.3.13. COST INCURRED BY SUPPLIERS**

All expenses involved with the preparation and submission of the bid to the County, or any work performed in connection therewith, is the responsibility of the supplier(s).

### **3.3.14. BID OPENING**

All bids will be opened on the pre-determined bid opening date. The bid details and related documents will not be publicly announced or reviewed at the bid opening; they will be turned over to an evaluation committee. No awards will be made or implied at this time. The Status field on the County's website will be updated following any change in the Bid process. Refer to section 2.1 for details regarding this Status. **Any bid-specific exceptions to the 'non-public opening' will be noted in the Schedule (section 1.2).**

### **3.3.15. AWARD AND RESULTING CONTRACT**

Award will be made to the Supplier whose response/proposal is the best evaluated by the Evaluation Committee and which is in compliance with terms of this bid request. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, the delivery terms and other criteria, as well as price, will be taken into consideration in making the award.

Any resulting contract shall not be binding upon the County, nor should any action be started until it has been executed by both parties and a copy of the fully executed contract has been delivered to the successful Supplier. Specifications noted in this bid request shall be incorporated into the resulting contract. The County reserves the option to prepare and negotiate its own contract, giving due consideration to the stipulations of the supplier's proposed contract and associated legal documents.

### **3.3.16. PROTESTS**

Protest may be filed by the affected party regarding any aspect of the solicitation, evaluation or award. All protests must be in writing, including the information listed below and directed to the Procurement Department. Protests regarding the specifications or how a solicitation was written must be filed at least seventy-two (72) hours prior to the deadline. Protests regarding the validity of the evaluation team or the evaluation process must be filed within seventy-

two (72) hours of notice to bidders. Protests regarding the recommended awardee must be filed within ten (10) days of the Notice.

#### **3.3.16.1. FILING A PROTEST**

Only suppliers intending to submit a response may protest a solicitation and only suppliers that respond to a solicitation may protest the evaluation /award. All Protests must be directed to the Purchasing Coordinator, in writing, and must contain the following information in order to be valid:

- The name (company), address, telephone number and email of the protestor
- Signature and printed name of the protestor
- Identification of the solicitation and the sections contested
- A statement of reason for the protest including copies of relevant supporting documents
- A description of the remedy requested
- A decision will be rendered by Procurement. Should the protest need to be escalated, it shall continue as needed through the following stages: County Attorney, Board of Commissioners, court system.

### **3.4. INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE)**

Where applicable, all items bid and furnished that are to be purchased must be completely new, free from defects and operate as intended unless otherwise specified in writing. Discontinued, remanufactured or demonstrator items will not be accepted unless specifically requested. The manufacturer's standard warranty shall be identified, and copies of the warranties are to be presented upon request. In addition, all items supplied shall comply with all Federal and State regulations, applicable and effective on the date of acceptance. All items must meet or exceed all existing Federal, State and Local health, safety, lighting, emissions and noise standards.

The County reserves the right to inspect and test any equipment being offered in the bid prior to making any award. The County may also request a demonstration or site visit for evaluation purposes. The equipment delivered under this bid shall remain the property of the seller until a physical inspection of the equipment is made and accepted by the County. In the event that the equipment supplied to the County is found to be defective or does not conform to the County's specifications, the County reserves the right to cancel the order upon written notice to the seller and to return the equipment to the seller at the seller's expense.

### **3.5. STATEMENT OF EXPERIENCE AND QUALIFICATIONS**

The supplier may be required, upon request, to prove to the satisfaction of the County that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any supplier is not satisfactory, the response of such supplier may be rejected. The County reserves the right to request clarifications of any response or to conduct discussions for the purpose of clarification. Any clarifications made as a result of these discussions are to be provided in writing.

### **3.6. NON-COLLUSION AFFIDAVIT**

By submitting the notarized signature in the response, the Supplier represents and warrants that such response is genuine and real and not made in the interest or on behalf of any person not therein named. It is further warranted that the Supplier has not directly or indirectly solicited any other Supplier to put in a sham submittal, or any potential Supplier to refrain from submitting and that the Supplier has not in any manner sought by collusion to secure any advantage over any other Supplier. By submitting a response, the Supplier represents and warrants that no official or employee of County has, in any manner, an interest directly or indirectly in the RFP or in the contract which may be made under it, or in any expected profits to arise therefrom. It is further warranted that the Supplier is independent of the County.

### **3.7. HOLD HARMLESS AND INDEMNIFICATION**

The Supplier agrees, insofar as it legally may, to indemnify and hold harmless the County, its officers, employees and agents from and against all loss, costs, and expenses, including attorneys' fees, claims, suits and judgments in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Supplier, its officers, employees, and agents under any of the terms of this contract.

### **3.8. BID BONDS (Bid, Performance, Payment)**

For any bid as required and noted in Section 1 of this bid document, a one hundred ten percent (110%) Performance bond and a one hundred ten percent (110%) Payment bond shall be furnished payable to, in favor of, and for the protection of the County. When Bid bonds are required, they must be in a sum equal to five percent (5%) of the total amount of the supplier's response and may be in the form of a surety issued bond or cashier's check made payable to the County of Cherokee. Bid bonds are returned to the unsuccessful suppliers when the Notice of Award has been issued or contract has been executed. When bonding is required, failure to submit appropriate bonding will result in automatic rejection of bid. Performance and/or Payment bonds must be presented within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies executing bonds must appear on the Treasury Department's most current publication (Circular 570 as amended) and be authorized to do business in South Carolina. Unless otherwise specified, bonds shall be in effect for a period of one year from the completion of the project. The bond amounts shall be increased as the contract amount is increased. No alternative securities are currently accepted in lieu of performance or payment surety bonds.

#### **4. SECTION IV – OTHER GENERAL SPECIFICATIONS**

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

##### **4.1. LIQUIDATED DAMAGES**

Pursuant to O.C.G.A. § 36-91-24, it is understood that the Notice-to-Proceed and the time for completion of the work as specified are ESSENTIAL conditions of any resulting contract and that the performance and completion of this work within the specified time is vital to the County's economic interests. If the Supplier neglects, fails or refuses to complete the work within the mutually agreed time specified, the County may impose liquidated damages for each day of non-compliance past the scheduled completion date. Unless otherwise specified in Section I of this document or in the resulting contract, liquidated damages may be assessed at a rate of 1%, with a limit of \$500.00 per day of non-compliance.

##### **4.2. FORCE MAJEURE**

The County and Supplier will be excused from the performance of their respective obligations under this Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including but not limited to, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, order/act of any governmental authority, provided that:

- 4.2.1.** The non-performing party gives the other party prompt written notice within three (3) business days describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure.
- 4.2.2.** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure.
- 4.2.3.** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure.
- 4.2.4.** The non-performing party uses its best efforts to remedy its inability to perform. Economic hardship of the Provider will not constitute Force Majeure. The term of the Provider shall be extended by a period equal to that during which either party's performance is suspended under this Section.

The provisions of this section shall not preclude the County from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

##### **4.3. SUPPLIER'S INVOICE**

- 4.3.1.** The Supplier shall prepare and submit invoices to the attention of the Finance Director at:  
Cherokee County, Attn: Kristie Howell, 110 Railroad Ave, Gaffney, SC 29340. A proper invoice must include the items listed below:

- (a) Name and address of the Supplier.

- (b) Invoice date and invoice number. (The Supplier should date invoices as close as possible to the date of the mailing or transmission.)
- (c) Purchase order number for supplies delivered or work completed.
- (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered.
- (e) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
- (f) Name and address to which payment is to be sent.
- (g) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (h) Any other information or documentation required by the contract (e.g., evidence of shipment).

**4.3.2.** A summary invoice shall be provided for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:

- (a) Name of supplier
- (b) Purchase Order number
- (c) Ship to Department and Address
- (d) Description, Quantity, unit price, and extension of each item.
- (e) Date of delivery or shipment.

#### **4.4. TAX LIABILITY**

The successful supplier will be provided with the County's Sales and Use Tax Certificate of Exemption number upon request.

#### **4.5. PAYMENT**

Payment will be made for items accepted by the County; standard terms are net 30.

#### **4.6. ESTIMATED QUANTITIES**

The quantities of items specified in the Bid Schedule are estimates only and are not purchased by this contract. If the County's requirements do not result in orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Supplier shall furnish to the County all items specified in the Bid Schedule and called for by orders issued in accordance with the Ordering clause.

#### **4.7. ASSIGNMENT OR NOVATION OF CONTRACT**

The Supplier shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the written consent of the County; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of the County.

#### **4.8. TERMINATION FOR CAUSE**

The County reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the Supplier at least thirty (30) days before the effective date of termination. The Supplier will not be relieved of any outstanding responsibilities or unfinished obligations under this contract. Receipt of items by the delivery date is critical to the terms of this contract. The County considers late delivery of contract items as reasonable cause to terminate the contract.

Prior to termination, a Cure Notice will be issued by the County. The Notice will identify the problems and deadlines that need to be met to remedy the problems to avoid termination for default. If the Supplier does not respond with an acceptable action plan to remedy the default or commence to remedy the default within a period of five (5)

business days (or such longer period as the County may authorize in writing) after the issuance of notice, the County may issue termination for cause.

The County retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract.

#### **4.9. TERMINATION FOR CONVENIENCE**

The County reserves the right to terminate the resulting contract, in whole or in part, in the event the County determines that such termination is in the best interest of the County. Any such termination shall be affected by the delivery of a notice specifying the extent to which performance of work under the contract is terminated and the date upon which the termination becomes effective. Upon receipt of notice, the contractor shall immediately discontinue all services affected, unless the notice directs otherwise. The County will make payment of deliverables satisfactorily executed according to industry standards or proven loss with respect to materials, etc., but no amount shall be allowed for anticipated profit or unperformed service.

#### **4.10. TERMINATION FOR FUND APPROPRIATION**

The County may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier. In the event of the County's termination of the resulting contract for fund appropriation, the Supplier will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance

#### **4.11. CHANGES**

All work and materials furnished for this project shall be made in conformance with the contract documents. Changes in the scope of work or the terms and conditions of this contract may be made only by written agreement of the parties. Changes that involve an alteration to the payment amounts shall not commence until approved by the County and a Change Order has been issued.

#### **4.12. REPORTING DISPUTES**

The Supplier shall report any contract disputes and/or problems to the Procurement Analyst, both verbally and in writing within 48 hours of their occurrence.

### **5. SECTION V – INSURANCE REQUIREMENTS**

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

Prior to commencing work, the Supplier shall procure and maintain at their own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Supplier, his agents, representatives, employees or Subcontractors. A Certificate of Insurance (COI) and any other documents required by the County must be submitted to the County prior to the commencement of any work. In the event of failure to supply the required documentation, the County shall have the right to recover any costs or damages incurred.

The County of Cherokee, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker's compensation which shall be indicated on all applicable certificates of insurance. The insurance Certificates indicated above shall carry a written notice of change cancellation and shall be submitted in a reasonable period prior to the execution of any work under this contract. It shall be the responsibility of the Supplier to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. The Supplier's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.

The information described below sets forth minimum amounts and coverage and is not to be construed in any way as a limitation on the Supplier's liability.

## 5.1. STANDARD INSURANCE REQUIREMENTS

**5.1.1.** The County reserves the right to require higher insurance limits on any contract, provided notice of such requirement is stated in the solicitation.

**5.1.2.** *Commercial General Liability Insurance* - \$1,000,000 limit per person, \$2,000,000 per occurrence for property damage and bodily injury. The Supplier should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based. The County of Cherokee shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Suppliers
- Broad Form Property Damage
- Personal Injury

**5.1.3.** *Automobile Insurance* - \$1,000,000 limit per person or \$2,000,000 combined single limit for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

**5.1.4.** *Umbrella Coverage*

5.1.4.1. *Workers' Compensation and Employers' Insurance* -- with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the County whether or not the Supplier is otherwise required by law to provide such coverage. The Supplier shall supply the County with proof of compliance with the Workers' Compensation Act while performing work for the County by way of a COI. This proof must be received by the County **prior to** the commencement of work. If the Supplier does not meet the requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

5.1.4.2. *Professional Liability/Errors & Omissions Insurance* - \$2,000,000 or as per project (ultimate loss value per occurrence). Primarily E&O insurance is designed to protect the professional advice providers (i.e. consultants, financial services) or professional service-providing professionals (i.e. medical providers, lawyers).

## 5.2. OTHER INSURANCE PROVISIONS

**5.2.1.** All Coverage

5.2.1.1. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the County.

5.2.1.2. If the Supplier, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this Agreement and obtain damages from the Supplier resulting from said breach.

5.2.1.3. Alternatively, the County may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Supplier, the County may deduct from sums due to the Supplier any premium costs advanced by County for such insurance.

**5.2.2.** Commercial General Liability and Automobile Liability Coverage

5.2.2.1. The County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Supplier; products and completed

operations of the Supplier; premises owned, leased or used by the Supplier or premises on which the Supplier is performing services on behalf of the County. The coverage shall contain no special limitations on the scope of protection afforded to the County, members of the County Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.2. The Supplier's insurance coverage shall be primary insurance as respects the County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the Supplier's insurance and shall not contribute with it.

5.2.2.3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.4. Coverage shall state that Supplier's insurance shall apply separately to each insured agent to whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

### **5.2.3. Workers' Compensation and Employers' Liability and Property Coverage**

The insurer shall agree to waive all rights of subrogation against the County, member of its' County Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of the Supplier in the performance of services under this Agreement (*see 5.1.4.1*).

### **5.2.4. Deductibles and Self-Insured Retention**

Any deductibles or self-insured retentions must be declared to the County.

### **5.2.5. Acceptability of Insurer**

Insurance is to be placed with South Carolina admitted 'A' rated carriers or better by A.M. Best's rating service.

### **5.2.6. Verification of Coverage**

Supplier shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences.

### **5.2.7. Subcontractors**

Subcontractors must also be insured under the policies of insurance required herein.

## **6. REQUIRED IMMIGRATION/ENTITLEMENT AFFIDAVITS FOR SOUTH CAROLINA**

For the successful Suppliers contracting for physical labor or providing services with the County:

### **6.1. VENDOR/CONTRACTOR AFFIDAVIT**

**6.1.1.** Pursuant to the South Carolina Security and Immigration Compliance Act of 2006, the Supplier understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and South Carolina Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Supplier further agrees that such compliance shall be attested by the Supplier through execution of the contractor affidavit required by South Carolina Department of Labor Rule 300-10-1-.07, or a substantially similar supplier affidavit. The Supplier's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.

### **6.2. SUBCONTRACTORS**

**6.2.1.** The Supplier understands and agrees that, in the event the Supplier employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Supplier shall:

- 6.2.1.1. Be responsible to the County for the acts and omissions of a subcontractor or persons employed by said sub-contractor to the same extent that the Supplier is liable to the County.
- 6.2.1.2. Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor.
- 6.2.1.3. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and South Carolina Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by South Carolina Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Supplier further understands and agrees that the Supplier shall require the executed subcontractor affidavit to become a part of the agreement between the Supplier and each such subcontractor. The Supplier agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

## **7. TITLE VI –as applied through the Civil Rights Restoration Act of 1987**

The COUNTY OF CHEROKEE, SOUTH CAROLINA, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4, as amended by The Civil Rights Restoration Act of 1987, hereby notifies all suppliers that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the COUNTY regardless of whether those programs, services, and activities are federally-funded or not. Further, it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.





**CHEROKEE COUNTY  
110 RAILROAD AVE  
GAFFNEY, SC 29340**

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**REQUEST FOR PROPOSAL (RFP)**

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RFP TITLE:

RFP NUMBER: # 2025-13

**Consulting Services for Disaster Recovery and FEMA Public Assistance**

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Issue Date:  
**November 18<sup>th</sup>, 2024,**

Purchasing Contact & Telephone  
**Kristie Howell**  
Finance Director  
**Kristie.howell@cherokeecountysc.com**

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**PROPOSAL DUE DATE & TIME:**

**December 2, 2024 @ 12:00 P.M. EST**

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**NOTE: Proposals received after the opening date and time will not be accepted.**

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Cherokee County Government solicits your company to submit a proposal on the above referenced project. By signing this form, the Company signifies their acceptance of all terms, conditions, and specifications set forth in this Request for Proposals. All proposals must have an authorized signature in the space provided below. Two (2) additional copies of your proposal must be sealed and delivered to: CHEROKEE COUNTY, Administration Office, 110 Railroad Ave, Gaffney, SC, 29340 before the RFP deadline. The package containing proposals for this project must reference the "COMPANY'S NAME", "RFP TITLE", "RFP NUMBER", and the "RFP OPENING DATE & TIME". **NO** faxed or email proposals will be accepted. Cherokee County Government will not be responsible for late or lost bids by the U.S. Postal office or any other delivery services used by the Company. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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**THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE CONTRACTOR.**

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

EMPLOYER'S FEDERAL IDENTIFICATION NUMBER:

TELEPHONE NUMBER:

FAX NUMBER:

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I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER CONTRACTOR SUBMITTING A PROPOSAL FOR THE SAME SERVICES AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP AS OR FOR THE COMPANY.

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AUTHORIZED SIGNATURE:

TYPED OR PRINTED NAME:

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_



## CHEROKEE COUNTY VENDOR PREFERENCE AFFIDAVIT

\_\_\_\_\_, who being duly sworn, (company name/company representative) certifies that the vender identified in this Bid Response meets all qualifications for the preference as defined in Part 8 of the Cherokee County Purchasing Policy and Procedure Ordinance, as amended.

By this written claim, Bidder requests that the preference be exercised in consideration of the award of this Bid. **BIDDER CERTIFIED THAT HE MEETS ALL QUALIFICATIONS FOR THE (CHECK ONLY ONE OF THE FOLLOWING):**

1. **CHEROKEE COUNTY VENDOR PREFERENCE**

Bidder Signature: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Position: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: \_\_\_\_\_

**\*\*\*This page ONLY applies to vendors that are located in Cherokee County**