GREENVILLE COUNTY
STORMWATER MANAGEMENT SERVICES
RFP #69-03/31/20

THE COUNTY OF GREENVILLE IS SEEKING SEALED PROPOSALS FROM FIRMS TO PROVIDE STORMWATER MANAGEMENT SERVICES, subject to the conditions and all provisions set forth herein and attached, will be received at this office until 3:00 PM, EDT, TUESDAY, MARCH 31, 2020, and then publicly opened. The service must be furnished as described and specified herein and delivered to Greenville County.

All questions concerning this RFP are to be submitted in writing to Melisa Van Houten, County of Greenville Procurement Services Division, 301 University Ridge, Suite 100; Greenville, SC 29601; faxed to (864) 467-7304, or emailed to mvanhouten@greenvillecounty.org no later than 5:00 PM, EDT, TUESDAY, MARCH 24, 2020.

PLEASE SUBMIT ONE (1) UNBOUND ORIGINAL AND FIVE (5) COPIES.

PLEASE MARK YOUR ENVELOPE TO READ “RFP #69-03/31/20”

PROCUREMENT SERVICES DIVISION
By: Melissa Van Houten                             By: Robert Brown
     Buyer                                               Director
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NOTE: PLEASE SIGN ON FOLLOWING PAGE. AN ORIGINAL SIGNATURE IS REQUIRED. FAILURE TO DO MAY VOID YOUR RESPONSE.
INSTRUCTIONS TO RESPONDENTS

RFP #69-03/31/20 STORMWATER MANAGEMENT SERVICES

1. Unless otherwise required, submit one (1) unbound original and five (5) bound copies of your response/proposal/bid.
2. RFI/RFQ/IFB/Proposals, amendments thereto or withdrawal requests received after the time advertised for opening will be void regardless of when they were mailed.
3. Quote prices on units specified with packing included.
4. Attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.
5. If specifications or descriptive papers are submitted with RFI/RFQ/IFB/Proposals, enter respondents name thereon.
6. If the article bid upon has a trade name or brand, show same in the RFI/RFQ/IFB/proposal.
7. When required, furnish samples, free of expense, prior to opening of RFI/RFQ/IFB/Proposals. Label each sample with respondents name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 10 days following bid/proposal opening.
8. Show delivery time required after order is received (see below).
9. Address and mark bids/proposals as indicated in the notice.

CONDITIONS

1. The County Agency or Institution submitting this notice reserves the right to reject any and all RFI/RFQ/IFB/Proposals, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Time in connection with discount offered will be computed from date of delivery of commodities to carrier, when inspecting and acceptance is at point of origin; or date of delivery at destination; or if laboratory inspection is made part of bid, from date of laboratory report.
4. In case of default of contractor, Greenville County reserves the right to purchase any or all items in default on open market, charging contractor with any excessive costs.
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
6. Prices bid must be based upon payment in thirty (30) days. Discounts for payment in less than thirty (30) days will not be considered in making award.
7. The right is reserved, in case of tie bids, to make award considered to be most advantageous to Greenville County.
8. The right is reserved to reject any RFI/RFQ/IFB/Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
9. Unless otherwise indicated by County Agency or Institution submitting this notice, prices must be firm.

RFI/RFQ/IFB/PROPOSAL

DATE________________________

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if this RFI/RFQ/IFB/Proposal is accepted within _______ days from date of opening, furnish any or all items quoted on at prices as set forth after the item and unless otherwise specified, within _______ days after receipt of order, delivered, all transportation costs included,

Discount will be allowed as follows: 30 calendar days _________%.

FIRM NAME: ______________________________________________ ADDRESS: ______________________________________________

BY: _______________________________________________________

RFI/RFQ/IFB/PROPOSAL MUST BE SIGNED IN WRITING

PRINT NAME: ______________________________________________ EMAIL: ______________________________________________

TITLE: ______________________________________________ PHONE: ______________________________________________
STORMWATER MANAGEMENT SERVICES
RFP #69-03/31/20

SCHEDULE

March 5, 2020

Vendors may begin calling the Greenville County Procurement Office to schedule appointments for to review all NPDES permit requirements and related information.

March 16-20, 2020

Appointments held to review all NPDES permit requirements and related information with the Greenville County Procurement Services Division, 301 University Ridge, Suite 100, Greenville, South Carolina 29601. Phone- 864-467-7206. MUST CALL FOR APPOINTMENT

March 24, 2020

All Questions must be submitted in writing to Melisa Van Houten, Procurement Services Division, 301 University Ridge, Suite 100; Greenville, SC 29601 by 5:00 PM, E.D.T.

March 31, 2020

Proposals must be delivered to Greenville County’s Procurement Services Division, 301 University Ridge, Suite 100; Greenville, SC 29601, no later than 3:00 PM, E.D.T.

March 31, 2020 - April 15, 2020

Review of Proposals*

April 15, 2020

Tentative Date of Award*

April 15, 2020 - May 4, 2020

Contract Negotiations*

May 4, 2020

Issue Notice to Proceed*

* All dates after opening are tentative.
REQUEST FOR PROPOSALS
STORMWATER MANAGEMENT SERVICES
RFP #69-03/31/20

I. Introduction

1. Background

Greenville County SC is in the thirteenth year of the second cycle of its National Pollution Discharge Elimination System (NPDES) Phase I storm water municipal separate storm sewer system (MS4) permit. The first permit cycle focused on collection of data relevant to land use, storm water infrastructure, and water quality throughout the County, as well as establishing programs for elements of the permit such as sediment and erosion control, illicit discharge detention, industrial activity compliance, and public education. The permit effective July 1, 2007 focuses on the continued implementation of procedures and the introduction of capital projects to improve the quality of the following waters in Greenville County.

2. General Information

The County desires to engage the services of an experienced engineering firm to provide professional engineering services associated with the continued implementation of the NPDES Phase I storm water permit requirements, assist with TMDL negotiations/recommendations for implementation of said TMDL’s, floodplain analysis and other storm water related services. A detailed Scope of Work is provided in section II of this document. The permit and supporting documentation is voluminous and is, therefore, not begin included in this Request for Proposals. All NPDES permit requirements and information is available for inspection, by appointment only, at the County Land Development Division, Greenville County Square, Suite 3900, 301 University Ridge, Greenville, South Carolina.

FIRMS MUST CALL THE GREENVILLE COUNTY PROCUREMENT SERVICES DIVISION AT 467-467-7206 BEGINNING TUESDAY, MARCH 5, 2020 TO SCHEDULE APPOINTMENTS BETWEEN 8:30 A.M AND 5:00 P.M. E.S.T.

II. Scope of Work

Currently the permit terms are as outlined below and the vendor is performing the duties and responsibilities outlined in this request for proposal. The annual work plan will outline the scope of services to be performed during this timeframe, the estimated man hours, cost and timeline for completion of each task.
1. **Implementation of the following items will be required by the permit. Vendor must have experience and knowledge regarding these program elements:**

   a. **Structural Controls and Storm Water Collection System Operation:** The operation of the storm sewer collection system, storm water conveyance system, outfalls, structural controls, Best Management Practices (BMPs) for quantity and quality control, etc. shall be maintained in a manner to reduce the discharge of pollutants to the Maximum Extent Practicable (MEP).

   b. **Areas of New Development and Significant Redevelopment:** A comprehensive master planning process must be in place to achieve the "MEP" standards to reduce the discharge of pollutants, after construction is completed, from MS4s which receive discharges from areas of new development and significant redevelopment.

   c. **Existing Roadway:** All roadways shall be maintained and operated in a manner to reduce the discharge of pollutants to the "MEP". This includes paved and unpaved roadways.

   d. **Flood Control Project:** Storm water problems related to flooding in selected watersheds will be analyzed and recommendation of potential solutions to the problems identified. The water quality of state waters must be assessed and evaluated for all flood improvement projects and shall include a water quality planning process.

   e. **Municipal Waste Treatment, Storage, or Disposal Facilities:** Municipal Water Treatment, Storage, or Disposal Facilities not covered by a NPDES Storm Water Permit must monitor sources of pollutants and reduce pollutants in storm water discharges to the "MEP".

   f. **Pesticide, Herbicide, and Fertilizers Application:** Identified impairments potentially caused by PHF application activities shall be abated at the sources to the "MEP".

   g. **Illicit Discharges and Improper Disposal:** A program to detect and eliminate illicit and improper disposal of non-storm water discharges must be in place. This program will include inventory, attribution and dry weather screening of outfalls. Tracking and identification of potential illicit connections to the MS4 is also included.

   h. **Industrial and High Risk Runoff:** Continue to identify, monitor, and control discharge of pollutants to the "MEP" from landfills, hazardous water treatment, storage, disposal and recovery facilities, and other industrial facilities.

   i. **Construction Site Runoff:** Monitor the existing program to control erosion and sedimentation and other pollutant discharges from construction sites and other sources of post construction runoff to the "MEP" and provide
recommendations for improvements.

j. Monitoring Data Collection: Recommend continuous improvement to the comprehensive monitoring program for storm water runoff as required by the permit.

k. Public Involvement and Public Education: Provide recommendations for a program to involve and educate the public concerning pollutants associated with storm water runoff.

l. Incorporation of Phase II Requirements: The addition of the co-permittee municipalities to the permit creates the need for implementation of permit elements within the municipal boundaries and the oversight to ensure permit compliance.

m. Total Maximum Daily Loads (TMDLs) and Impaired Waters: Implement a program to ensure compliance with TMDL effluent limited and address discharges to impaired water bodies.

2. The following general tasks are based on the main program elements listed above.

A. Structural Controls and Storm Water Collection System Operation

1. The County BMP inspectors inventory new BMP’s and outfall from new construction projects. Describe how you would support the County’s BMP staff with dry weather screening services if flows are observed by staff. Explain the protocol that would be followed and what sources of pollutants would be tested for. The consultant would be responsible for the proper disposal of hazardous waste produced by the sampling effort.

2. Currently we are using City Works AMS software application that is used to inventory field BMP’s, store data and pictures, track inspection results and provide a month status report. The Vendor should be able to assist with changes to the software program to meet overall documentation needs.

3. Provide technical support to county staff in outfall inventory, detention pond and post development BMP updates and new technologies/documentation recommendations such as data collection hardware and software, camera, GPS receivers

B. Structural Controls and Storm Water Collection System Operation

1. Continue the development of watershed master plans to identify water quality problems, areas of concern and POCs for the WMU’s as progress is made by watershed. Identify potential retrofit projects in the priority WMU’s.

2. Provide analysis of baseline and storm event-based parameters of flow and
pollutant concentration for potential retrofit projects to show potential improvements to water quality.

3. Provide technical assistance for any needed changes to our design manual's post construction water quality standard requirements, methods, techniques, specifications or standard details.

4. Provide engineering design services related to project design, permitting, bidding/award assistance and construction observation services for retrofit projects. Services will include the following:

A. **Water Quality Analysis**

1. Gather data including regulated floodplain, tax map information, affected property owners and digital information from appropriate sources and compile topographic/planimetric maps that will provide the data needed for the hydrologic modeling.

2. The water quality analyses shall consider the existing (pre-development) pollutant conditions and build-out (post-development) water quality benefits which are anticipated after the proposed project is completed.

3. The Water Quality analysis shall be conducted in accordance with the storm water treatment standards as prescribed in the current Greenville County Storm Water Management Design Manual, and any other criteria prescribed by the Owner to achieve NPDES permit and Storm Water Management Plan objectives for the particular project.

4. The watershed for which the constructed improvements are proposed shall be modeled using a water quality modeling software to determine the design percent pollutant removal. Please identify what water quality software would be used.

5. Delineate sub-watersheds at point and areas that are critical to evaluation and mitigation of known or expected water quality problems.

6. Review and update the County's existing land use data to reflect the most up-to-date land use conditions.

7. If requested, develop a future land use map using the existing land use data and projected development as directed by the County.

8. Develop routing parameters for all streams, detention structures and properties of interest.

9. Compute runoff hydrographs at the downstream end of each sub-watershed.

10. Combine and route runoff hydrographs so that a comprehensive assessment of the watershed response to each rainfall event is obtained.
11. Determine runoff hydrographs for the 2, 10, 25, 50 and 100 year events for existing basin conditions. If requested, determine runoff hydrographs for these same storm events using fully developed conditions.

12. Where potential drainage issues are apparent and/or whenever it is determined that planned changes to the hydrology or hydraulics may increase potential for offsite impact due to an increase in runoff rates at any storm interval, the Engineer shall evaluate and document the capacity of the drainage system, in sufficient detail to ensure no additional adverse impact will occur or result from the installation of proposed improvements. This may require an analysis of all downstream conveyances for channel stability and safe passage of runoff through downstream properties at the 100-year design storm event.

13. Whenever existing storm water detention ponds, structures, storm water control devices are to be modified or altered in any way, the Engineer shall render careful consideration to any apparent off site impacts.

B. Alternatives Analyzed and Plan Report

1. Develop and evaluate viable solutions that will improve water quality and drainage problems in a cost effective manner.

2. Develop planning level cost estimates for each of the alternative.

3. Operation and Maintenance considerations for project shall be addressed for each project alternative evaluated.

4. Meet with County staff in order to review findings.

5. Address concerns and issues identified by the County in the alternatives analysis review.

6. Prepare a project report that details the results of the study and adequately documents the history and background for the project and provide a detailed project description delineating the extent of the study area, including a preliminary site plan showing the extent of the proposed improvements to be constructed.

7. The Engineer shall recognize and any pre-existing conditions and document any previously established criteria that must be respected throughout the project period.

8. Describe hydrologic and hydraulic analyses and include pertinent data.

9. Provide maps showing the routing parameters and proposed project improvements.

10. Identify any required land or right-of-way acquisition agreements needed and identify the person or entity to assume the permanent perpetual maintenance responsibilities for water quality features identified in the
11. Develop a detailed Preliminary Project Cost Estimate based upon the description of the selected project presented in the Plan Report.

12. County Staff will review all reports and provide comments on same or approve "as is" before additional work is continued. The County's review comments or approval of the report shall be in writing.

13. Meetings with the potentially affected property owners shall be held to present and discuss the report and the property owner's receptiveness to the project. The County shall make arrangements for the meetings and manage notifications for the meetings. The vendor shall provide presentation materials and be present to provide technical support of the proposed project.

C. Preliminary Design

1. Collect field information and perform field reconnaissance to identify structures, conditions and parameters affecting hydrologic performance of the primary drainage system for the project.

2. Collect physical measurements of channels and structures affecting hydraulic performance of the properties to be studied.

3. Obtain field surveyed data to adequately represent invert elevations, street crossings, stream cross-sections, and other critical features that are part of the study area.

4. Collect field survey data on the topographic land features, existing utilities, structures and boundary information pertinent to the design, extending at least five feet beyond the proposed limits of construction.

5. Perform surveys of structures identified as having the potential for flooding as determined through water quality analysis.

6. These surveys will be performed using established benchmarks.

7. Any existing conditions affecting the design shall be verified in the field.

8. Preliminary plans shall be developed from the water quality analysis report incorporating survey data, study data and input from the meetings with property owners. The preliminary plans shall be plotted at a scale not to exceed a sheet size of 24x36. Plans shall include a title sheet with site location map, an estimated quantities sheet, notes, plan view, water quality features plan, profile, cross-section and details. Additional sheets may be required to clarify the design.

9. A detailed preliminary cost estimate shall be developed from the preliminary plans. The estimate shall include costs for all materials, labor and installation, including line items for demolition, moving items, mobilization, staking, traffic
control, etc. A separate cost estimate shall be developed for surveys, right-of-way acquisition, sloping easements, drainage easements, etc.

10. The surveyor shall prepare preliminary exhibits showing the property and area (ft²) to be acquired for purchase and/or easements. The exhibits will be used for cost estimates and negotiations with property owners.

11. A site walkthrough attended by the staff engineer and vendor will be scheduled during the preliminary review phase to address project design questions.

12. County staff will review all preliminary plans, easement plats and provide comments on same or approve "as is" before additional work is continued. The County's review comments or approval of the preliminary plans and exhibits shall be in writing.

13. Meetings will be held to present the preliminary plan, including proposed construction limits, right-of-ways, temporary and permanent easements, etc. The vendor shall be prepared to discuss the project scope and construction sequence, maintenance requirements and stormwater utility fee credits available.

D Final Design

1. Final construction plans shall be developed based on comments from the public meetings, County staff review, modifications required to resolve right-of-way and/or easements issues, modifications required to overcome utility conflicts, etc. In addition to the sheets described previously for preliminary plans, the final plans shall contain water quality feature details, a traffic control plan (if applicable), sediment and erosion control plan, temporary and/or permanent stabilization plan, easements, construction limits, etc., as necessary. It is understood, in some instances, the final plans may require additional modification(s) pending the outcome of right of way and/or easement negotiations.

2. Construction documents shall include general provisions, special provisions, project construction specifications, references to South Carolina Department of Health and Environmental Control (SCDHEC) and Greenville County standard specifications and details, etc. for incorporation into the proposal package. An itemized sheet with final estimated construction quantities, per unit, shall be included. Further, two computer compact disks "CD's" in a "PDF" file format shall be submitted.

3. Permit applications shall be prepared to comply with all provisions of the County's NPDES Permit and any local, state and federal requirements.

4. A Project Construction Schedule shall be prepared to outline the approximate timeline and sequence of events for the project.
5. The vendor shall prepare a final construction cost estimate based on the final construction plans. The itemized construction cost sheet may be used for the final estimate by providing and tabulating unit prices for the line items and should be structured similar to the proposed bid schedule.

6. County staff will review all final work documents and construction cost estimates and must give approval before work is considered complete. Final approval to the project design will be in writing.

7. A final meeting may be held at the completion of design. The purpose of the meeting is to present the finished design, discuss project details, the tentative schedule for construction and obtain final easement documents from the property owners.

E. Bidding/Award Assistance and Construction Observation

1. During the bidding process, the vendor shall provide assistance to county staff by attending the Pre-bid conference, responding to bidder technical questions regarding the design and issue any necessary addenda. The vendor shall attend the Pre-Construction Conference and respond to questions by the contractor pertinent to the design and proposed construction methods. The vendor may be asked to attend any Utility Meetings if utility relocation is necessary as a part of the proposed design.

2. Assist county staff in reviewing the bid documents for errors and admissions and advise on the lowest responsible bidder for award of construction.

3. Upon receipt of actual bids and the subsequent award of a Construction Contract, the estimate may be further refined with possible reductions to project contingencies based upon more accurate reflection of the current marketplace.

4. The vendor may be asked to provide properly trained and equipped inspectors who will perform daily inspections of the construction activities of low impact development (LID) post construction water quality features to ensure that the activities adhere to the approved plans/specifications and to verify quantities, monitor installation for proper techniques, monitor sediment and erosion control measures for proper compliance with permitting throughout the project, ensure quality control and provide written daily reports.

5. Vendor shall assist county staff by preparing all necessary permits and advising on necessary approvals that must be in place prior to the county authorizing construction activities.
6. Vendor is responsible for checking all contractor drawings and request for product modifications necessary for the project.

7. Coordinate with county staff on the final inspection of the completed project to ensure that all work has been performed in accordance with contractual requirements.

8. The vendor will be responsible for final submittal of all Project Close-out materials to include a copy of the certified "as-built" project drawings documenting the final project dimensions as verified in the field after the project construction has been completed.

9. Provide professional engineering services throughout the project period, extending through the Warranty Phase, typically established to be one year beyond construction completion and final acceptance by the owner.

10. There should be a general progress report on both the design and construction phase of the project made on a monthly basis during the regularly scheduled meeting.

3. Provide follow up monitoring to determine effectiveness of retrofit projects' water quality BMPs and analysis of the collected data for validation and verification of post-construction water quality model predictions.

4. Currently Greenville County has a custom made water quality software program (IDEAL) which is post construction BMP modeling software that demonstrates pollutant removal rates. The Engineering Community is required to use this program to report on the estimated performance of various BMP's proposed during the design and plan review process. Please describe what you would recommend Greenville County use to demonstrate that post construction water quality standards are being met by the design community. If it is suggested to replace our current software program please describe what it would be replaced with, the expected cost and time to implement the new software and how the engineering community would be educated on its use.

C. Flood Control Project

1. Perform watershed flood studies as outlined in Greenville County's Watershed Flooding Prioritization and Action Plan (WFPAP) designed to evaluate known and potential future flooding problems in each of its forty-two watersheds. Identify storm water problems related to flooding and analyze and recommend potential solutions to the problems identified. The following information summarizes the major required components of the Storm Water Master Plans and Flood Insurance Studies. Data collection and analysis requirements may vary depending upon the nature of development in and location of the watershed being studied.
a. **Data Collection**

1) Obtain digital information from appropriate sources and compile topographic/planimetric maps that will provide the data needed for the hydrologic and hydraulic modeling of the watershed.

2) Obtain available historical precipitation data, high water marks and historical flood data for use in model verification.

b. **Field Investigation**

1) Collect field information and perform field reconnaissance to identify structures, conditions and parameters affecting hydrologic performance of the primary drainage system for the watershed.

2) Collect physical measurements of channels and structures affecting hydraulic performance of the stream reaches to be studied.

3) Obtain field surveyed data to adequately model street crossings, stream cross-sections, and other critical features that are part of the studied stream reaches.

c. **Survey**

1) Identify and survey the invert elevations and roadway overtopping elevations for road crossings within the watershed.

2) Perform surveys of structures identified as having the potential for flooding as determined through the watershed study.

3) Utilize surveys performed using established benchmarks to prioritize structures for possible flood mitigation.

d. **Hydrologic Modeling and Analysis**

1) Prepare a hydrologic model of the watershed using the HEC-HMS model developed by the US Army Corps of Engineers, Hydrologic Engineering Center.

2) Delineate sub-watersheds at points and areas that are critical to evaluation and mitigation of known flooding problems.

3) Review and update the County's existing land use data to reflect the most up-to-date land use conditions.

4) If requested, develop a future land use map using the existing land use data and projected development as directed by the County.
5) Calculate hydrologic parameters (SCS unit hydrograph method) for each of the sub-watersheds using land-use and soils data provided by the County.

6) Develop routing parameters (Modified Puls Method) for all stream reaches that are within the corresponding HEC-RAS model.

7) Develop routing parameters (Muskingum-Cunge method) for all stream reaches that are not included within the corresponding HEC-RAS model.

8) Develop routing parameters for major detention structures.

9) Compute runoff hydrographs at the downstream end of each sub-watershed.

10) Combine and route runoff hydrographs so that a comprehensive assessment of the watershed response to each rainfall event is obtained.

11) Verify model results using available historical data. Calculate and compare USGS regression flows to the model results. Compare model results to the FEMA FIS where applicable.

12) Determine runoff hydrographs for the 2, 10, 25, 50, 100 and 500 year events for existing basin conditions. If requested, determine runoff hydrographs for these same storm events using fully developed conditions.

e. **Hydraulic Analysis**

1) Prepare a hydraulic model of the watershed using the HEC-RAS model developed by the US Army Corps of Engineers, Hydrologic Engineering Center.

2) Develop cross sections using County topographic data along with field measured channel dimensions.

3) Incorporate bridge, culvert, and pond data collected during the field work into the model.

4) Verify model results using available historical data. Compare model results to the FEMA FIS where applicable.

5) Analyze the water surface profiles associated with the 2, 10, 25, 50, 100 and 500 year, 24-hr storm events for existing basin conditions. If requested, determine water surface profiles for these same storm events using fully developed conditions.
6) If requested, complete a floodway analysis for all streams included in the HEC-RAS model.

f. Problem Identification and Alternatives Analysis

1) Identify problem areas and tabulate by reach the total number and approximate depth of inundation of residential structures, bridges, culverts and streets.

2) Define the following using narrative and tabular descriptions:

   a) Drainage problems and buildings inundated by the 100-yr flood.
   b) Buildings affected by inadequate drainage facilities.
   c) Level of service for roadways during floods.
   d) Erosion and maintenance areas of major concern.
   e) Historical flood damage areas.
   f) Develop and evaluate viable solutions that will improve drainage and flood hazard problems in a cost effective manner.
   g) Develop planning level cost estimates for each of the improvement projects.
   h) Meet with County staff as requested in order to review findings

 g. Watershed Plan Report

1) Prepare a watershed plan report that details the results of the study and contains the following components in addition to other required information as determined by the County.

2) Address concerns and issues identified by the County in the alternatives analysis review.

3) Describe hydrologic and hydraulic analyses and include pertinent data.

4) Provide floodplain maps showing the 100 and 500 year boundaries along with floodways (if requested).

5) Provide flood profiles for the 2, 10, 25, 50, 100 and 500 year events.

6) Describe proposed flood mitigation improvements as well as other pertinent data and findings that will aid the County in reducing flooding problems in the watershed.

7) Describe water quality benefits of the plan.

8) Describe recommendations and prioritization of improvements with general planning level cost estimates for each proposed improvement project.
9) Provide requested copies of the final plan to the County including backup data and digital copies of all models used.

h. Reports and Meetings

1) The vendor will be required to prepare interim reports and meet with County officials or the public as requested. This task will include the following as needed:

   a) Meet with the County to discuss progress on the study.

   b) Communicate regularly with County staff to keep them informed of problems and progress.

   c) Provide meeting notes as documentation to all formal meetings and decisions.

   d) Attend public meetings as required to discuss study progress and address concerns.

   e) Deliver the necessary maps, drawings, technical reports and analyses in sufficient quantity as required to accomplish the particular objectives of any project.

i. Regulatory Revisions and Updates

1. Review certain regulatory codes, ordinances and the like. Provide current updates to all regulations, codes and ordinances which may be affected by Federal or State regulations, standards, model codes, etc.

   a) Ensure storm water master plans and flood studies assess water quality impacts on receiving water for all flood management projects identified in the watershed planning process.

   b) Assist in coordinating flood control and channel improvement projects with water quality improvement activities. Encourage the use of bioengineering techniques for channel stabilization project. Employ the use of vegetation as much as possible as an alternative to harder less environmentally beneficial solutions from all open channels and perennial streams that are in need of stabilization or modifications.

   c) Using Water Quality software (either IDEAL or other approved software) to calculate the pollutant removal rates for TSS, TP, and TN from removing homes through the Floodplain buyout program from the floodplain.
j. Provide/Update Stormwater Master Plans

D. Illicit Discharges and Improper Disposal

1) Follow the priority areas established for further sub-watershed illicit discharge investigations to target illicit discharges, identify activities that contribute to the discharges and recommend activities to correct water quality impairments. Describe how the investigation would be performed.

2) Assist County staff as needed with technical assistance in our program of tracking and identification of suspected illicit discharges that are reported by citizens through field dry weather screening and ambient monitoring data. The identification and tracking may require the use of video cameras and or tracking dyes and other techniques or technologies. Describe how the vendor would propose assisting staff in these efforts.

3) Response to County staff's request to investigate, track and identify to its source suspected illicit discharge must be in a timely manner. Report findings upon determination of the source to County staff within seven days with recommendation for resolve or closure. The source and characteristic of all detected illicit discharges are to be included in the report to County staff for enforcement activities or assistance in presenting the findings in a court of law.

4) Describe how the vendor would identify illicit discharges through an ambient flow monitoring program. Describe how the vendor would track and document the discharges if a station shows the potential of illicit discharges to the streams.

5) Currently we use CityWorks AMS software application that is used to track potential illicit discharge complaints, store data and pictures, track inspection results and provide a month status report. Describe the recommendation of how our staff should collect and report on our inspections and enforcement activities using this software. The Vendor should be capable of making changes to the software to meet the needs of the inspectors.

6) Describe how the attributional data related to illicit discharges discovered during the tracking process would be documented in Geographic Information System (GIS) and tracked in a collection database. If a database must be developed describe what software would be used and the expected cost and time to integrate the current data and implement the new system.

7) Coordinate with REWA and sub-districts when sanitary sewer overflows (SSO) are found during the tracking operation.

8) Quantify discharge rates by estimating the potential loading that has been avoided as a result of the program to be included in the annual report to SCDHEC.
E. **Industrial and High Risk Runoff**

1) Provide technical support to county staff in regards to requests for information or direction in regards to EPA and SCDHEC Industrial General Permit regulations.

2) Currently we use City Works AMS software application that is used to track industrial complaints, store data and pictures, track inspection results and provide a month status report. Describe the recommendation of how our staff should collect and report on our inspections and enforcement activities using this software. The Vendor should be capable of making changes to the software to meet the needs of the inspectors.

3) The vendor may be asked to provide recommendations on how to meet our permit requirements regarding industrial operator education. Currently we have a web based online Industrial Operation Training Program and videos to educate and inform local industries of appropriate storm water controls and pollution prevention activities.

F. **Construction Site Runoff**

1) Conduct Erosion Control Audits once during contract period to re-evaluate the quality of Erosion Prevention and Sediment Control (EPSC) planning, design, and site implementation in Greenville County and to identify where additional enhancements or modifications to these processes and/or legal authority are needed to improve performance. Monitor site development reviews and plan reviews for adherence to design criteria and requirements. Make recommendations for modifications to the review process as necessary. Evaluate the effectiveness of BMP use, location, installation and compliance at each site.

2) The vendor may be asked to make recommendations to enhance and/or modify Greenville County's storm water management design criteria and requirements and/or update the design manual, as necessary, to achieve "MEP" standard, to meet new federal or state requirements and/or to include new "green" technology.

3) Enhance and update the Water Quality Protection Field Manual as necessary.

4) Currently we use City Works PLL software application that is used to track inspection results, store data and pictures and provide a month status report. Describe the vendor's recommendations on how our construction inspection staff should collect and report on our inspections activities. The Vendor should be capable of making changes to the software to make any changes recommended or required.

5) Evaluate BMP performance standards as needed.

6) Provide periodic Designer Training courses for plan reviewers, construction inspectors, and County design community emphasizing post construction water quality BMP design.
7) Provide or assist in sponsoring contractor training to emphasize the importance of the installation and maintenance of sediment control and post construction BMPs.

G. Monitoring Data Collection

1) Describe how the vendor would recommend the county address its monitoring requirements as outlined in Permit No. SCS230001, to provide information to prioritize watersheds, to determine performance of selected BMPs, assist in illicit discharge detection, in securing appropriate TMDLs requirements for the County and to track the effectiveness of the storm water program.

2) Describe how the vendor would propose we address monitoring of pollutants in the Reedy River due to the Reedy River Nutrient 5R stakeholder group. Include how samples will be collected including sampling protocols and frequencies.

3) Retain laboratory services to provide sample collection and/or analytical services as needed.

4) Manage all the data collected to allow analysis of the water body trends as it relates to both the monitored data and its correlated constituents. Annual, seasonal, monthly trends shall be developed, as well as trends associated with storm events.

5) Create an annual report summarizing the data collected and interpretation to provide a summary of any trends that were observed the previous year.

6) Recommend a monitoring plan for the other two high profile rivers associated with Greenville County, the Enoree and the Saluda.

7) Use monitoring data to track effectiveness of storm water program.

H. Incorporation of Phase II Requirements

1) Assist in updating the Co-Permittee NPDES Compliance Manual as needed.

2) Maintain an online reporting mechanism for the Co-Permittee’s portion of the annual report. Describe how the information and data would be gathered and consolidated from the four co-permittee agencies.

I. TMDL’s and Impaired Waters

1) Identify storm water runoff related contribution of pollutants associated with respective TMDL’s or 5R. Describe how the vendor will make this identification. Recommend BMPs to meet TMDL or 5R requirements and assist in developing measurable goals to determine if the
BMPs are performing as desired.

2) Monitor and Modeling efforts to verify the TMDL or identify potential sources and effectiveness of BMPs and their applications. Describe how the vendor would recommend approaching compliance and verification of appropriate modeling.

3) Provide technical review of proposed TMDL's and report on its applicability and appropriateness.

4) Negotiate with SCDHEC to determine appropriate strategy or to coordinate the development and implementation of pending TMDL standards.

5) Provide legal research and if needed assistance of our legal staff if an appeal of a TMDL is required.

6) Participate in the Reedy River Water Quality group meetings and on committees as needed to provide technical guidance to county staff.

j. Other Services

1) Computer Programming/IT Assistance

Provide assistance to Greenville County's IT group in developing component applications. Provide assistance to NPDES-related County departments for capturing, storing and maintaining data. Work with County staff to configure the NPDES reporting system to produce a report format that matches the requirements of the permit. Provide GIS support to County staff in generating data sources such as spatially related information for storm water system inventory, illicit discharge, storm water utility billing information and annual reports. Transfer newly collected field data periodically to the County's database.

2) Provide assistance to County legal office

Assistance as required in permit negotiation or appeal, enforcement actions, or other SCDHEC actions related to Greenville County will also be required by the consultant's senior personnel. This assistance may involve review of rules and regulations, legal authority, applications of regulations and standards to Greenville County programs or facilities.

3) SCDHEC Audit

Assist the County in preparing for the audit once during the contract period with the preparation of presentations and reporting materials including PowerPoint presentations and copies of annual report sections. Assist the County during the audit by having the appropriate staff available to aid in answering questions and providing supporting data.
4) **Annual Reporting to SCDHEC**

Develop and produce the annual program report as required by the permit. Assist County staff in determining the information to be included and in locating and formatting any data required to support the effectiveness of the program. These reports must be presented in the prescribed format given in the permit. They must include the measurable goals for each permit item and the data to support whether the goals were met during the permit year. Include in the report any modifications adding components, controls or requirements. Also, modifications replacing an ineffective or infeasible BMP with an alternate BMP should be included in the subsequent annual report.

5) **Annual Work Plan**

Develop an annual work plan which details the action items the vendor will complete to ensure compliance with the requirements to meet the permit stipulations and a modified version for SCDHEC.

6) **Permit Renewal**

Upon notification that permit renewal is eminent review the permit renewal package previously submitted to SCDHEC for possible modifications. Assist with negotiation with SCDHEC or EPA on the proposed terms of the new permit.

7) **Five Year Budget Plan**

Prior to the County's bi-annual budget preparation period a long range plan will be developed related to the WMU prioritization areas and potential retrofit projects that would be needed to meet the permit requirements.

8) **Assist the County in developing a Capital Improvement Project (CIP) Database for water quality projects.** The database should allow for multi-departmental collaboration that tracks projects, their rankings, financing, timetable/scheduling.

9) **Participate in monthly meeting with County staff to ensure proper communication, coordination and updates on outstanding work tasks. Provide meeting minutes.**

10) **Greenville County’s Multi-Jurisdictional Hazard Mitigation Plan (HMP) must be updated every 5 years.** The tasks below shall be followed to create a Disaster Act of 2000 and Community Rating System (CRS) compliant plan. Greenville County is a Category B Repetitive Loss Property community with eleven repetitive loss properties. As such, the plan will follow the most current edition of the NFIP/CRS
k. **Coordinator’s Manual’s 10-step process. Maximizing CRS points is the goal.**

   a) Review the make-up of the Disaster Mitigation Committee (DMC) and identify additional members that may be needed to maximize points under this step.

   b) Prepare a memorandum of understanding (MOU) with municipalities identifying data needs from each community, required involvement in the DMC, and deliverables to be provided to each municipality.

   c) Prepare a tentative project schedule including DMC meetings and submitted to the County for review and approval.

   d) Gather and review documents and data to assess the hazard and the problem. Data may include news articles, FEMA disaster reports, flood studies, county and city records, policies, procedures and ordinances, and personal interviews. Data regarding the demographics of the County and areas of potential growth should also be gathered.

   e) Attend two public meetings (outside of DMC meetings) in “affected areas”. Work with the County to determine appropriate watersheds for these meetings. These meetings must be held within two months of beginning the planning process. Provide presentation material describing the planning process and solicit relevant information from those in attendance.

   f) Attend one public meeting in the latter stages of the planning process to obtain input on the recommended plan. Provide presentation material regarding the plan and facilitate the meeting. It is anticipated that this meeting will be held at County Square.

   g) Meet with County public outreach staff to develop a plan for additional public information activities related to development of the HMP. Based on results of the meeting, draft a public information plan including activities and schedule. This plan shall be submitted to the County for review and revision.

   h) As part of that data gathering process, make phone calls to various agencies and organizations soliciting input and written data. Work with the County to identify additional non-community governmental agencies and organizations to contact up to a maximum of 15 agencies or organizations.

   i) The South Carolina Hazard Mitigation Plan includes hazards that must be considered in the Greenville County HMP (e.g., mudslides, sinkholes, and hail). While the State plan also includes man-made disasters such as terrorism, this plan will only address natural hazards.

   j) Consider the historic frequency of these events, the magnitude associated with each hazard, and the likelihood of recurrence of these events. Based on the analysis, the County’s vulnerability to each hazard will be determined and used to guide the level of detail and attention given to that hazard in the final report. It is anticipated, based on the previous HMP,
that flooding and winter storms/ice events will be the primary hazards of concern. Additional consideration should be given to localized flooding issues and potential dam failures. The HMP should include a section on each hazard including a brief description of previous events, the likelihood of recurrence, and the extent of the hazard. Mapping of past occurrences and extents of the hazard should be included. It should be noted that the County is currently preparing a wildfire plan for the Paris Mountain area. This plan shall be incorporated into the HMP upon its completion. A brief discussion of potential climate change issues should also be included.

k) Perform a GIS exercise that combines the hazards extents mapping the assessment hazard proves with the County GIS data related to infrastructure location (i.e., roads, buildings, critical facilities, etc.) to identify public and private infrastructure that is most at risk to each hazard as well as a combined risk to all hazards.

l) Include in the assessment areas within the floodplain that provide natural floodplain functions such as wetlands, riparian areas, sensitive areas, and habit for rare or endangered species. Property ownership (public vs. private) will be determined using County data. A plan for use/protection of these properties shall be included in the HMP development process.

m) Obtain information from the County to conduct a repetitive loss assessment and to create repetitive loss area mapping as required to meet CRS program requirements and the “Protected by the Privacy Act of 1974”. Potential causes for those properties being repetitive losses and potential solutions will be described in this section of the HMP.

n) The County’s annual outreach activity should be referenced in the HMP.

o) Propose a variety of mitigation activities along with mitigation strategies for each hazard of concern. These activities should be developed based on the existing HMP, public meetings, existing watershed studies, projects identified through discussions with the County and municipalities, and Consultant’s experience with other communities.

p) An initial meeting will be held with the DMC in which the vendor will describe the planning process, review the hazard and problem assessment, discuss mitigation strategies, review previous mitigation activities identified and/or completed in the County, and review activities on the proposed mitigation activities list. The DMC will be asked to review these concepts and activities with their individual organizations and to develop additional activities for consideration.

q) Hold a second work session with the DMC to review activities suggested by each organization, develop additional activities, and review the prioritization scoring criteria and process. Minor revisions of the scoring system to clarify or simplify scoring could be considered.

r) The Vendor will hold and facilitate a third work session with the DMC to prioritize potential mitigation activities/projects and to score each activity/project.

s) Prepare a draft Greenville County Multi-Jurisdictional Hazard Mitigation Plan containing the following elements.
• Introduction and Purpose
• Mitigation Goals
  o Correlation to mitigation activities / projects
• Review of Previous Planning and Implementation Efforts
• Description of the Disaster Mitigation Committee
• Hazard Assessment
• Risk Assessment
• Description of Prioritization System
• Prioritized Mitigation Activities including
  o Responsible party
  o Schedule
  o Funding source
• Acquisition Program Description
• Paris Mountain Wildfire Plan
• Plan Adoption and Update Processes
• Provisions for incorporating mitigation activities / projects into other planning processes
• Supporting documentation and maps

  t) The draft plan shall be submitted to the County and the DMC for review. Comments from the DMC will be compiled by the County and submitted to the consultant for inclusion in the final draft HMP.

  u) Submit the final HMP to the South Carolina Emergency Management Division (SCEMD) and the Insurance Services Office (ISO) for review. The vendor shall complete the FEMA crosswalk review as part of the submittal package. The vendor, with the County’s assistance, shall address any comments provided by either of the review agencies.

  v) Provide a draft resolution for County Council to formally adopt the plan. This resolution shall be modified, as needed, for each community participating in the planning effort.

  w) Assist with adoption of the resolution, by attending one (1) meeting with County Council or a subcommittee of County Council.

  x) Provide assistance and attend yearly Hazard Mitigation Committee Meetings as needed.

11) Stream Mitigation Program

Provide full delivery stream mitigation projects within Greenville County to provide cost effective compensatory mitigation to offset County or SCDOT permitted physical impacts or reimbursements (financial). The duel goal would be to improve channel stability, habitats and overall function of degraded streams, reducing bed and bank erosion and sedimentation, and restoring enhancing and protecting riparian wildlife corridors. Stream mitigation credits solicited from this work shall be determined in accordance with current guidance documents published by the Corps of Engineers and SCDHEC. Mitigation projects should be design to be self-sustaining. The Vendor will be responsible for all interactions with the regulatory agencies.
and the Interagency Review team associated with approval and implementation associated with these projects. Costs shall be submitted on a per credit basis with the cost representing all costs associated with the purposed projects (estimated lengths and credit generator by project.) Long term management activities and financial assurances for long term management implementation shall be assured. Vendor shall provide a project milestone and payment schedule. The milestone shall be based on credit releases, final milestone, and payment based on proposed project and the number of credits released at each milestone at the credit price established. Proposed projects would be presented to the County:

- Existing conditions with narrative and photos, making, areal and graphics outlining project extent in total stream length, ownership, and boundaries.

- Soil maps and description

- Site Descriptions (stream order, geomorphic condition of stream riparian condition)

- Project constraints and special concerns/issues

- Project approach – proposed stream restoration, establishment, enhancement and/or preservation treatment

- Priorities of restoration
- Riparian restoration activities (buffer type and extent)
- Proposal Conservation easement boundaries

Provide a statement describing the Consultants financial ability to fulfill the proposal.

Provide statement indication how projects will be monitored (morphological, hydrologic, visual and vegetation components)

III. Pre-Proposal Meeting

There are no meetings scheduled for this project.

IV. Pricing

Responders shall list all associated costs and fees for services to perform the proposed scope of work. The County of Greenville County will not consider per-diem payments. All expenses shall be inclusive with associated costs, fees to be included in the total price. Submit on a separate sheet any exceptions taken, special condition and other factors that may affect the evaluation of this proposal.
V. **Bonding**

No bonding is required for this project.

VI. **Submission Procedures and Requirements**

A. **Format**

   The County will follow the evaluation process and selection criteria described in Section XI of this RFP. In order to enhance this process and provide each firm an equal opportunity for consideration, adherence to a standard statement format is required. The format of each statement of qualification must contain the following elements organized into separate chapters and sections, as the Responder may deem appropriate:

   - Cover Letter
   - Organization Chart
   - Project Team Qualifications and Experience (project team overview and resumes)
   - Description of Firm's Capabilities
   - Project Approach with vendor's hourly rate for tasks described
   - Respective Projects
   - Demonstrated capacity to control project costs and complete work on time
   - References
   - Additional supportive information

   These elements parallel the basis of the County's qualification evaluation criteria. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format. Each firm shall submit one (1) unbound original (marked as original) and 5 bound copies of their statement of qualifications, in 8 ½" x 11" format, in accordance with submittal requirements specified in section VI.B.

B. **Submittals**

   A. All submissions must be received by **3:00 PM, EDT, March 31, 2020**, and delivered to Greenville County Procurement Services Division, 301 University Ridge, Suite 100; Greenville, South Carolina 29601. If the submission is late, the proposal will be rejected. There will be no exceptions. Responders submitting proposals shall be responsible for all cost of preparing such proposals.

   B. Responders to this solicitation shall closely examine the specific requirements noted herein and the attached Terms and Conditions and submit one (1) unbound original and FIVE (5) bound copies of their response to the address listed. To ensure acceptance of the response, the solicitation (RFP# 69-03/31/20) should be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone or email will not be accepted or considered.
C. License and Permits – The Contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or Greenville County.

VII. **Statement of Qualifications**

Vendors shall provide a Statement of Qualifications that includes the following:

A. Offering responders must be licensed to practice engineering in the State of South Carolina. Project manager must be licensed SC professional engineer.

B. Possess thorough and extensive experience and expertise in the storm water permitting arena.

C. Responders’ qualifications, including years of operation, office location that will be performing the work, designated Project Manager, project organization structure, functional disciplines, and responsibilities of project team member’s education, professional experience, and length of employment by Consultant and office location shall be provided.

D. Must demonstrate thorough knowledge and experience with the Effective Regulations, and a sound working relationship with the SCDEHEC, Bureau of Water Pollution Control and EPA.

E. Provide the name, address and telephone number of the at least four (4) specific references the Consultant has served either currently or in the past three (3) years where one or more of the project team members provided the same or similar services as requested herein.

F. Consultant must be within a reasonable proximity and availability to the County, upon request, for meeting consultations, site visits, presentations, etc.

G. Ability to procure, on behalf of the county, analytical laboratory services fully capable of providing data of sufficient quality to meet the data quality objectives of the applicable regulations.

VIII. **Inquiries and Addenda**

A. Questions – All questions concerning this RFP are to be submitted in writing via fax, electronic mail, or regular mail to Carson Adkins, Procurement Services Division, to the address listed below, no later than **5:00 PM, EDT, March 24, 2020**. Please refer all questions in writing about this request for proposals and project to:

   **County of Greenville**
   **Melisa Van Houten**
   **Procurement Services Division**
   **301 University Ridge, Suite 100**
   **Greenville, South Carolina 29601-3665**
   **Phone: (864) 467-7206**
   **Fax: (864) 467-7304**
   **E-mail: mvanhouten@greenvillecounty.org**

   County Square • 301 University Ridge • Suite 100 • Greenville, SC 29601-3660 • Fax (864) 467-7304
All inquiries and responses will be distributed to all vendors known to have received the RFP document. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this RFP.

B. Addenda – This RFP represents the most definite statement Greenville County will make concerning information upon which proposals are to be based. Any changes to this RFP will be in the form of a written addendum, which will be furnished to all vendors who are listed with the County as having received an RFP document. No addenda will be issued later than THREE (3) working days prior to the date for receipt for proposals except an addendum which, if necessary, postpones the date for receipt of proposals or cancels this RFP. Vendors shall acknowledge receipt of all addenda with their Bid.

IX. General Information

A. Proprietary Information – The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Solicitation are subject to requirements of the Freedom of Information Act and may be deemed public records.

B. Errors and Omissions – The Responder will not be allowed to take advantage of any errors or omissions in the Request for Proposals. Where errors or omissions appear in the RFP, the Responder shall promptly notify the County of Greenville in writing of such error or omission it discovers. Any significant error, omission and/or inconsistency in the specifications are to be reported as soon as possible but no later than THREE (3) days before such time the response is to be submitted.

C. Withdrawal of Proposal – An official representative of a Responder may withdraw a Responder’s response at any time prior to the proposal submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.

D. Non-Endorsement – If the County awards a contract, the successful Responder shall not issue any news release or other statement relating to the award or servicing of the agreement which state or imply the County of Greenville’s endorsement of the successful Responder’s services.

X. Insurance

The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.
A. **THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST** on all policies of insurance except Worker’s Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.

B. Certificates for all such policies of insurance shall be provided by the Contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP #69-03/31/20.

D. **Contractor** will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

E. **Contractor** agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

   **Comprehensive General Liability:**
   $1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

   **Automobile Liability:**
   $1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

   **Statutory Worker's Compensation:**
   Coverage A - State of SC
   Coverage B - Employers liability
   $1,000,000 Each Accident
   $1,000,000 Disease, Per Employee
   $1,000,000 Disease, Policy Limit

   **Professional Services Errors and Omissions Liability Insurance:**
   Coverage must be written for no less than the following limits:
   $1,000,000 per occurrence
   $2,000,000 general aggregate
Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from this coverage’s will be accepted unless, in the County’s sole discretion, it is more advantageous to the County, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.

XI. Evaluation Criteria

All bids submitted and accepted in accordance with this RFP will be evaluated on the score sheet (Page 19) based on the following criteria, which are in no particular order:

- Responsiveness to this RFP
- Capability of the firm to perform the work, taking into consideration the current and planned workload of the firm.
- Detailed scope of work and description of intended methodology of how the firm will provide the required services.
- Demonstrated familiarity with local, state and federal restrictions, requirements, and regulatory organization related to storm water permitting.
- Experience including demonstration of ability to perform similar services to those described in this RFP document.
- Specialized experience or technical expertise of the firm and its personnel in connection with the service to be provided.
- Past record performance on contract/services with clients of similar size and project scope, including quality of work, timeliness and cost control.
- Familiarity of firm with type of problems applicable to the project.
- Demonstrated new approaches and techniques to provide high quality and better end product or comparable product at a cost savings.
- References

XII. Illegal Immigration Reform Act Compliance

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” Contractor agrees to include in any contracts with its subcontractors
language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor’s failure to comply with the Act.

XIII. Safety, Health, and Security

Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor’s activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor’s safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

XIV. Sample Contract

A Sample Contract is included for review.
REQUEST FOR PROPOSALS
STORMWATER MANAGEMENT SERVICES
RFP #69-03/31/20

INSTRUCTIONS/TERMS AND CONDITIONS:

1. **Response Opening and Award:** Responses shall be publicly opened and only the names of the offerors disclosed at the opening. For IFBs, the name of the responder as well as the price will be disclosed. However, no decision will be made until Procurement Services and the user Division have had ample time to review each response. Award will be made at the earliest possible date. The County reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves the County’s best interest. The contract will be awarded to the response that meets the requirements and criteria set forth in the Solicitation. No response may be withdrawn for a period of sixty (60) days after the opening date. Responses, whether mailed or hand delivered, must be received and time/date stamped in the Procurement Services Office by the closing time and date indicated on the solicitation. Responses received after the closing time/date will not be accepted. By submission of a response, you are guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.

2. **Rights Reserved by Greenville County:** Greenville County reserves the right to reject any and all responses, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of the County. Integrity, reputation, experience and past performance will be heavily weighed in response evaluation. This solicitation does not commit the County of Greenville to award a contract, to pay any costs incurred in the preparation of the response, or to procure or contract for goods or services listed herein.

3. **Responders Qualification:** Responders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the responder’s ability to provide the products or services requested herein.

4. **Responders Responsibility:** Each responder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this response. It is expected that this will sometimes require on-site observation. The failure or omission of a responder to be acquainted with existing conditions shall in no way relieve the responder of any obligations with respect to this response or to any contract as a result of this response.

5. **References:** The County requires responders to list at least three (3) references, names, addresses, telephone numbers, and email addresses of contact persons for companies with whom the bidder has performed or provided similar work, service or product.
6. **Waiver:** The County reserves the right to waive any Instructions to Responders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of the County to do so.

7. **Rejection:** Greenville County reserves the right to reject any response that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like responses; or ambiguous responses which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.

8. **Response Signature and Solicitation Alterations:** The responder shall sign his response correctly or the response may be rejected. If the response shows any omissions, alteration of form, unauthorized additions, a conditional response or any irregularities of any kind, the response may be rejected.

9. **Questions:** Questions shall be submitted by email to the assigned buyer listed in the solicitation or in writing to Procurement Services Division, 301 University Ridge, Suite 100, Greenville SC, 29601, or Fax to (864) 467-7304 by the date listed on the schedule.

10. **Bid Bond:** If required per solicitation, bidders shall submit with their bid a bid bond in the amount of 5% of the bid price. This bond may be in the form of Bid Bond from the American Institute of Architects, Certified Check, Cashier’s or Bank Money Order of any national or state bank and shall be made payable to Greenville County. Bids submitted without being accompanied by any of the foregoing as required, shall be considered informal and will be rejected. Any bid accompanied by a bid bond not properly executed in the opinion of the County Attorney, may be rejected. The bond will be forfeited to the County by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and bond are not promptly and properly executed.

11. **Return of Bid Bond:** If required per solicitation and after bids are awarded, the Procurement Services Division will return immediately all checks, except that of the successful bidder. The check of the successful bidder will be returned upon compliance with the performance and payment bond requirements.

12. **Performance and Payment Bond:** If required per solicitation, the successful bidder, within fifteen (15) working days after acceptance of the bidder’s offer by the County, shall furnish a satisfactory performance and payment bonds in the amount of the total bid price. The performance and payment bonds must be received by the county prior to issuance of an executed contract and Notice to Proceed. The fifteen (15) working days may be extended upon written approval by the Procurement Director. A copy of the written approval shall be transmitted to the successful bidder stating the terms of any extension. In the event that the bidder fails to deliver to the County Procurement Services Division the performance and payment bonds in said period of fifteen (15) working days after acceptance of the bidder’s offer by the County, then the bid bond of the bidder shall be retained by the County in its entirety and the award will be withdrawn from the bidder. The successful bidder shall have as surety a corporate surety authorized to act as
surety in South Carolina. The Performance and Payment Bonds will insure that the successful bidder will promptly make payments to all persons supplying labor or materials to the bidder; and shall guarantee to indemnify and save the County, its officers, divisions, and employees harmless from all costs, damages, and expenses growing out of or by reason of the successful bidder’s failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies. The Performance and Payment Bonds will be in effect for one year after completion of the contract.

13. **Availability of Bonding Agency:** If bonding is required per the solicitation, the bonding company must have an agent available to meet with County officials to clarify and explain the County’s responsibility in maintaining the integrity of the bond.

14. **Specification Changes, Additions and Deletions:** All changes in specifications shall be in writing in the form of an addendum and furnished to all responders. The County of Greenville shall not be responsible for any verbal information given by any employees of the County of Greenville in regard to this proposal.

15. **Number of Response Copies:** Please submit One Unbound Original and THREE (3) Bound Copies of your response.

16. **Response Changes:** Responses, amendments thereto or withdrawal requests received after the advertised time for response opening, shall be void regardless of when they were submitted.

17. **Response Price:** The price presented as a result of these specifications shall be for the contract period. The response shall be acceptable for sixty (60) days from the date of opening. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the response. Erasures or use of typewriter correction fluids may be cause for rejection. No response shall be altered or amended after specified time for opening.

18. **Federal, State and Local Laws:** The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

19. **Tie Bids:** In the case of tie bids, the County reserves the right to make the award based on the factors outlined in Section 7-308(9) of the Greenville County Code of Ordinance (Chapter 7, Article VIII), or in what it considers to be in the best interest of the County.

20. **Deduction and Holdbacks:** In addition to the County’s right of termination, the County shall be entitled to full reimbursement for any costs incurred by the County by reason of the contractor’s failure to perform or to satisfactorily perform its responsibilities and duties. Such costs may include, but are not limited to, the cost of using the County’s employees or employees of any other entity to perform the obligations of the contract. The County may obtain any such reimbursement by deduction from payments otherwise due to the contractor or by any other
proper and lawful means. All deductions from any money due the contractor are to be as liquidated damages and not as a penalty. It is the County’s intent to give the contractor a reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five days. The County will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the County carries out the work using its forces or another contractor.

a. For use of County’s forces – actual cost involved.

b. For use of another contractor – the amount charged by said contractor.

The County reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

21. Evaluation Criteria:
The responses will be evaluated on the following criteria utilizing the score sheet included in this solicitation. Greenville County reserves the right to interview responders to this solicitation at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- Responsiveness to this RFP
- Capability of the firm to perform the work, taking into consideration the current and planned workload of the firm.
- Detailed scope of work and description of intended methodology of how the firm will provide the required services.
- Demonstrated familiarity with local, state and federal restrictions, requirements, and regulatory organization related to storm water permitting.
- Experience including demonstration of ability to perform similar services to those described in this RFP document.
- Specialized experience or technical expertise of the firm and its personnel in connection with the service to be provided.
- Past record performance on contract/services with clients of similar size and project scope, including quality of work, timeliness and cost control.
- Familiarity of firm with type of problems applicable to the project.
- Demonstrated new approaches and techniques to provide high quality and better end product or comparable product at a cost savings.
- References

22. Quality: Unless otherwise indicated in this solicitation it is understood and agreed that any items offered or shipped on this solicitation shall be new and in first class condition unless otherwise indicated herein.
23. **MBE/WBE Participation – Affirmative Action:**
   
   a) MBE/WBE – Vendors submitting responses are encouraged to solicit MBE/WBE participation in fulfilling their contract. Indicate in your response any MBE/WBE areas of involvement for monitoring purposes.
   
   b) The successful vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin or physical handicap.

24. **Default:** In case of default by vendor the County may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against the vendor’s performance bond, if any, and/or by suit against vendor.

25. **Termination for Cause:** Any awarded contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after receipt of such notice from the County nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination, the County shall be responsible to pay the contractor only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.

26. **Termination for Convenience:** Greenville County may terminate for convenience any contract resulting from this solicitation by providing sixty (60) calendar days advance written notice to the vendor.

27. **Non-Appropriation:** Any contract entered into by the County resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

28. **Incorporation of Proposal into Contract:** The terms, conditions, and specifications of this proposal and the selected firm’s response are to be incorporated, in total, into the contract.

29. **S.C. Law Clause:** Upon award of contract under this response, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed response, the responder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to
the liability for taxes, licenses, or fees levied by the State.

30. **Illegal Immigration Reform Act Compliance:** By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

31. **Assignment Clause:** Successful responder will be required to give the County ninety (90) days' notice in the event of a change in the ownership of this contract. The County is under no obligation to continue this contract with an assignee. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

32. **Indemnification:** The contractor agrees to indemnify and save harmless the County of Greenville and all County officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the County, its officers, agents and employees.

33. **Deviations from Specifications:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful responder will be held responsible therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the response and not listed may be cause for rejection. Responders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.

34. **Minor Deviations:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.
35. **Contractor License Requirement:** The contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations which in any manner affect the fulfillment of his contract and shall comply with the same.

36. **Conflict of Interest Statement:** The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the County. The vendor, by submitting a response, is in essence assuring the County that his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

37. **Insurance:**

The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

A. **THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST** on all policies of insurance except Worker’s Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.

B. Certificates for all such policies of insurance shall be provided by the Contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP #69-03/31/20.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

E. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies.
Comprehensive General Liability:
1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:
Coverage A - State of SC
Coverage B - Employers liability
$1,000,000 Each Accident
$1,000,000 Disease, Per Employee
$1,000,000 Disease, Policy Limit

Professional Services Errors and Omissions Liability Insurance:
Coverage must be written for no less than the following limits:
$1,000,000 per occurrence
$2,000,000 general aggregate

Waiver of Subrogation
Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

**No deviation from these coverages will be accepted unless, in the County’s sole discretion, it is more advantageous to the County, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.**

38. **Contracts:** The County reserves the option to prepare and negotiate its own contract with the vendor, giving due consideration to the stipulations of the vendor’s contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard contract.

39. **Contractor Liability:** The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the County and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the County harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the County and suit brought against the County for attorney’s fees and for all other expenses incurred by the County in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will Greenville County act as arbitrator between the contractor and any...
40. **Sub-Contracting**: The contractor shall not subcontract any portion of this contract without proper written approval from the County.

41. **Non-Collusion**: The contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this response.

42. **Prohibition of Gratuities**: Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of this contract.

43. **Publicity Releases**: Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The contractor shall not have the right to include the County’s name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.

44. **Public Record**: The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Solicitation are subject to requirements of the Freedom of Information Act and may be deemed public records.

45. **Precedence**: In the event of conflict between the terms and conditions and the specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.

46. **Compliance With Prison Rape Elimination Act (PREA)**: By submitting an offer, Contractor certifies that it will comply with the applicable requirements of The Prison Rape Elimination Act of 2003 and agrees to provide or submit the needed information to (a) examine the criminal history of Contractor or any subcontractor who will perform services, which result in contact with inmates and (b) Contractor agrees to disclose any information regarding past history of allegations of sexual harassment or sexual abuse by Contractor or any subcontractor. Contractor and subcontractor agree to complete Training provided by the County and sign an acknowledgement of understanding of PREA requirements. In the event the Contractor or any subcontractor is found not to be in compliance with PREA, the Contractor agrees to fully indemnify the County for any
loss suffered by the County as a result of such Contractor or subcontractor’s failure to comply with the Act.

47. **Americans with Disabilities Act** - All work shall be compliant with the full intent of all ADA (Title II) guidelines for accessibility, play components and design. The Department of Justice’s regulation implementing Title II, subtitle A, of the ADA applies to State and local government entities, and protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities. Further, all Local and County code compliances regarding ADA must be met. For additional information on ADA compliance, refer to (ADA.gov).

48. **Asbestos Management Plan**: Contractor, contractor’s employees or any subcontractors will not introduce asbestos containing materials into any County of Greenville facility and will certify at the end of project that all materials used are free and clear of asbestos containing materials. Further, will provide a MSDS for all products utilized and installed in County of Greenville facilities.

Failure by Contractor, Contractor’s employees or any subcontractor to comply with the County of Greenville Asbestos Plan and/or any governing agency’s regulations may result in work stoppage, dismissal of individual workers, and/or termination of contract and in addition risk potential citations issued by the governing agencies for violations. It is the responsibility of the contractor to:

A. Review the Asbestos Inspection Reports for the facilities for which they are providing services, provide contractor’s employees and subcontractors notification of ACM
B. Provide proof of asbestos training, medical examinations, proper PPE (when necessary)
C. Provide proper licenses, permits, and certifications
D. Comply with all federal, state and local regulations
E. Provide proof of and/or copies of required records upon request of the County of Greenville when necessary
F. Provide a Safety Data Sheet (SDS) for all products installed in County Facilities.
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**Maximum Points 50**

**Total Score __________**
STATE OF SOUTH CAROLINA) STORMWATER MANAGEMENT
COUNTY OF GREENVILLE) SERVICES AGREEMENT

This AGREEMENT is made and entered into on this _____ day of __________, 2020, by and between the COUNTY OF GREENVILLE, a political subdivision of the State of South Carolina, having its principal place of business at 301 University Ridge, Greenville, S.C. 29601 (“County”), and ________________________________, located at ________________________________ (“Contractor”).

In consideration of the covenants hereinafter set forth, the parties mutually agree as follows:

1. CONTRACT PERIOD. This Agreement shall begin on the effective date of the Notice to Proceed, and shall remain in effect until June 30, 2021, unless extended by the County for an additional one (1) year term not to exceed four (4) annual renewals, or otherwise terminated as hereinafter provided. The County may elect to extend the contract by providing notice to the Contractor at least thirty (30) days prior to the termination date.

2. SCOPE OF SERVICES. County has employed Contractor to provide stormwater management services. These services to be provided by Contractor are set forth more fully in County Request for Proposals (“RFP”) #69-03/31/20 and in Contractor’s Response, received ______________ to County RFP #69-03/31/20, attached hereto and incorporated herein by reference.

3. PRICE. County agrees to pay Contractor a total sum not to exceed ______________ dollars ($XXXXX.XX).

4. STANDARD OF CARE. Services performed by Contractor will be conducted in a manner consistent with that level of care and skill exercised by members of the profession with Contractor’s experience and qualifications currently providing similar services.

5. DOCUMENTS. In connection with the performance of the services, Contractor may deliver to County one or more reports or other written documents
reflecting services provided. All such reports or other written documents shall become
the property of County upon delivery; however, all original data gathered by Contractor
and work papers produced by Contractor in the performance of services are, and shall
remain the sole and exclusive property of Contractor.

6. PAYMENT TERMS. Contractor will submit invoices to County, which
shall include a detailed listing of charges upon completion of services. Within ten (10)
days of receipt of an invoice County shall notify Contractor of any dispute with the
invoice and Contractor, upon such notice, shall provide to County back-up data
supporting the invoice. County and Contractor will, thereafter, promptly resolve any
disputed items. Payment on undisputed invoice amounts is due upon receipt of the
invoice by County and is past due thirty (30) days from the date the invoice is received.
If payment remains past due sixty (60) days from the date the invoice is received by the
County, then Contractor shall have the right to either suspend all services provided
pursuant to this Agreement, without prejudice, or terminate this Agreement in accordance
with the provisions of Section 18. NO INTEREST OR OTHER LATE PENALTIES
SHALL ACCRUE ON LATE PAYMENTS.

7. NON-APPROPRIATION. It is understood and agreed by the
parties that in the event funds are not appropriated in the current fiscal year or any
subsequent fiscal years, this contract will become null and void and the County will
only be required to pay for services completed to the satisfaction of the County.

8. WARRANTY. Contractor warrants to County that all services and
labor furnished to progress the work under this contract will be performed in accordance
with the standard of care and diligence normally practiced by recognized firms of this
type in performing services of a similar nature, free from defects which would not
normally be found in work of this nature, and that the work will be of good quality, and
in strict conformance with this contract. All work not conforming to these requirements
may be considered defective.

9. INSURANCE. The Contractor is responsible for and must have all
required insurance listed below and shall not commence work under the associated
contract until it has obtained all insurance required, and the County has approved
such insurance in writing, nor shall the Contractor allow any subcontractor to
commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

A. THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST on all policies of insurance, except Worker’s Compensation, Automobile Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.

B. Certificates for all such policies of insurance shall be provided by the contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP#69-03/31/20.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled.

E. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

F. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**
$1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

**Automobile Liability:**
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)
Statutory Worker's Compensation:
Coverage A - State of SC
Coverage B - Employers liability
   $1,000,000 Each Accident
   $1,000,000 Disease, Per Employee
   $1,000,000 Disease, Policy Limit
Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

Professional Services Errors and Omissions Liability Insurance:
Coverage must be written for no less than the following limits:
   $1,000,000 per occurrence
   $2,000,000 general aggregate

No deviation from these coverages will be accepted unless, in the County’s sole discretion, it is more advantageous to the County, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.

Vendors will provide County a minimum of 30 days advance notice in the event the insurance policy (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

10. INDEMNIFICATION. Contractor agrees to defend, indemnify and save harmless the County and all County officers, agents and employees from and against any loss, damage, claim or action, including all expenses incidental to such claim and action, to the extent arising from any negligent acts or omissions by Contractor, its agents, staff, consultants and contractors employed by it, in the performance of the services under this Agreement. Contractor shall not be responsible for any loss, damage, or liability to the extent arising from acts of the County, its agents, staff, and other consultants employed by it.

11. RIGHT OF ENTRY. The County will provide for the right of entry for Contractor, its subcontractors, and all necessary equipment in order to complete the work under this Agreement. Contractor agrees to be responsible for any damage to property that is caused by Contractor, its subcontractors and/or equipment and further
agrees to take all necessary corrective action for any damage to property that is caused by Contractor, its subcontractors and/or equipment.

12. SAFETY, HEALTH, AND SECURITY. Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor’s activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor’s safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

13. COMPLIANCE WITH CODES AND STANDARDS. Contractor’s professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time Contractor rendered its services. Contractor shall not be responsible for any claim or liability for injury or loss allegedly arising from Contractor’s failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time Contractor rendered its services.

14. ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE. By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any
subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

15. PUBLIC RESPONSIBILITY. The County has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. Contractor will at all times alert the County to any matter of which Contractor becomes aware and believes requires the County to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If the County decides to disregard Contractor’s recommendations in these respects, Contractor shall employ its best judgment in deciding whether or not it should notify public officials.

16. CLIENT LITIGATION. Contractor agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the County, if the County requests such documents, witnesses and/or general assistance. The County shall reimburse Contractor for all direct expenses incurred and time according to Contractor’s rate schedule as of the date of the execution of this Agreement.

17. CONFIDENTIALITY. Contractor will maintain as confidential any documents or information provided by the County and will not release, distribute or publish same to any third party without prior permission from the County, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the County.
18. NOTICES. All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

COUNTY
Bob Brewer, CPPO, CPPB
Director
County of Greenville
Procurement Services Division
301 University Ridge, Suite 100
Greenville, SC 29601

CONTRACTOR

Any party may change the person to whom notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

19. TERMINATION. This contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the Contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after Contractor’s receipt of such notice from the County, nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the Contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination, the County shall be responsible to pay the Contractor only for work satisfactorily completed upon the effective date of termination, and the County shall not be responsible for any other charges.

Should the County fail to make payment on any undisputed invoice amount within sixty (60) business days upon receipt of such invoice, Contractor may elect to either suspend the services provided or terminate this Agreement; provided, however, prior to termination, the County shall be given notice of the default and an opportunity to cure such default within seven (7) business days after receipt of the notice of default. Should this Agreement be terminated by Contractor, Contractor shall be entitled to be paid only for the services actually completed to the satisfaction of the County as of the date of termination.
The County may terminate this contract for convenience by providing thirty (30) calendar days advance written notice to the Contractor.

This Agreement may also be terminated pursuant to the pertinent portions of Section 6 or Section 7 herein.

This Agreement may also be terminated by the written mutual consent of both parties.

20. CONTRACT DOCUMENTS. This Agreement, along with the provisions contained in County RFP #69-03/31/20 and Contractor’s Response to County RFP #69-03/31/20 represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be:

A. Any amendment signed after the execution date of this agreement;
B. This Agreement;
C. Contractor’s Response to County RFP #69-03/31/20;
D. Addenda to County RFP #69-03/31/20;
E. County RFP #69-03/31/20.

21. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

22. SEVERABILITY. Should any section, paragraph, clause, phrase, or provision of this Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

23. APPLICABLE LAW AND VENUE. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The County and Contractor further agree that this Agreement shall be deemed to be made and performed in Greenville County, South Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Greenville County, South Carolina.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESSES:  

___________________________  _________________
By:  __________________________
Its:  __________________________

COUNTY OF GREENVILLE

By:  __________________________
Herman G. Kirven, Jr., Chairman
Greenville County Council

By:  __________________________
Joseph M. Kernell
County Administrator

ATTEST:  
Regina McCaskill
Clerk to Council