

**FAIRFIELD COUNTY**  
**Procurement Office**  
**250 N Walnut Road, Winnsboro, SC 29180**  
**Phone 803-635-1415 Fax 803-635-5969**  
**Cathy Washington, Director of Procurement**

***REQUEST FOR QUALIFICATIONS FOR ZONING ORDINANCE UPDATES***

RFQ: 0103 Zoning Ordinance Update

DATE: November 30, 2022

DUE DATE/TIME: **January 3, 2023 at 10:00AM EST**

RFP SUBMISSION: **One (1) original, six (6) copies, and one (1) digital copy**  
Cathy Washington  
Fairfield County Administration Building,  
Conference Room, 2<sup>nd</sup> Floor  
250 N Walnut Road, Winnsboro, SC 29180

MAILING ADDRESS: Fairfield County Procurement Office  
P.O. Drawer 60  
Winnsboro, SC 29180

CONTACT: Questions must be in writing and received by 2:00 P.M.,  
December 21, 2022  
Email Address: [cathy.washington@fairfield.sc.gov](mailto:cathy.washington@fairfield.sc.gov)

Fairfield County is soliciting firms to submit proposals with the requirements of this solicitation which are contained herein. All prospective offerors are encouraged to attend.

In order for your proposal to be considered, it must be submitted to the Purchasing Office no later than the date and time as listed above, at which time respondents to this request will be recorded in the presence of one or more witnesses. Statements received by the Purchasing Office after the time specified will be returned to the offeror unopened.

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

## REQUEST FOR QUALIFICATIONS

### Zoning Ordinance Update (Land Management Ordinance 599)

Fairfield County is requesting statement of qualification proposals from qualified consultants to provide professional planning services associated with updating and creating new text amendments to the zoning ordinance. The zoning ordinance should incorporate recommendations included in the recently updated 2022-2023 Comprehensive Plan.

#### **Project Goals:**

It is the intention of the County to procure the professional services of a qualified consultant to update the zoning ordinance in accordance with current planning practices and the new Comprehensive Plan. This will involve working through a collaborative process that involves a variety of stakeholders. The process will culminate in a fully updated zoning ordinance complete with graphics, text and maps that reflects the changes made in the Comprehensive Plan and responses to the district structure.

#### **Scope of Work:**

The professional consulting firm selected for this assignment will work closely with Fairfield County Staff, Planning Commission, Board of Zoning Appeals, Stakeholders and Local Officials to update the zoning ordinance. The Community Development Interim Director will serve as the point of contact for this project and will be responsible for coordinating and implementing the proposed zoning updates. The following are major components of the zoning ordinance that are expected to be incorporated into the update:

- Review the current Fairfield County Land Management Ordinance 599.
- Review conditional use provisions.
- Implement any existing zoning amendments and/or curative amendments in the new zoning publication.
- Implement any existing zoning amendments from 1999 to the present.
- Review and consider Local Ordinance and Central Business District designations.
- Provide compliance with County and Municipal Planning Codes.
- Review and consolidate where possible the zoning districts into a more concise set of districts, not to include rezoning districts but name class and type.
- Review the permitted and special uses in each district and reconfigure the matrix to coordinate the permitted uses, with the intended outcome of development.
- Permitted uses shall be revised to help protect areas from incompatible development.
- The existing zoning districts will be revised to reflect current and future development outcomes (i.e. Overlay Districts, PUDs etc.).
- The development standards for each district shall be evaluated and revised as necessary.
- Consider the potential for overlay districts as recommended by the Comprehensive Plan.
- Develop specific site design standards based on the location of development and the desired character of the development. (i.e. Commercial Corridors, Business Districts, etc.)
- Review and update the Site Plan regulations to achieve a more consistent product.
- Review and revise the buffer yard and landscape requirements.

- Update standards relating to accessory structures in consultation with Boards and Staff.
- Review all definitions and revise accordingly.
- Ensure consistency throughout the zoning ordinance between different sections of the code.
- Eliminate contradictions and redundancy (formatting and layout should be considered).
- Correspondence to local Planning Commissions.
- Final zoning book and map for distribution.
- Update the Counties subdivision regulations and development standards.
- Update and revise all tables to comply with modern planning practices and NAICS codes.

**Deliverables:**

The consultant shall prepare the updated zoning ordinance in a format agreed upon by the County. Throughout the course of updating the zoning ordinance, the consultant shall provide draft versions for review at various stages throughout the project. The specific deliverables shall be subject to further discussion with the selected consultant.

**Submission Requirements**

Prospective consultants are instructed to respond to the RFQ with information as outlined below. Consultants are advised to be succinct in their responses and attach only relevant information. One (1) original and six (6) hard copies of the material, as well as a digital copy are to be received no later than 10:00am on Tuesday, January 3, 2023.

At a minimum, all submittals should include the following:

1. Company Information: Name, address, phone number, organizational structure, number of professional staff and their specialties that will be assigned to work on this project. Location of firm’s offices where the various aspects of the work will be performed.
2. Availability: A brief statement as to the availability of the key personnel of the firm responsible for the project. Ability of the firm to complete the project within a reasonable time frame.
3. Statement of Qualifications: Provide a summary of the firm’s background, capabilities, experience and qualifications. Include three (3) references. The consultant shall be awarded the services at a public meeting of Fairfield County Council. The consultant shall be required to execute a contract. The contract shall address the following services:
  - Scope of Work
  - Proposal Time Frame
  - Remedies
  - Governing Law
  - Payment Terms and Entire Agreement
4. Understanding of Project: An overview of the consultant’s understanding and approach to the project, including coordination of various stakeholders to build community consensus, projected time-line and any critical issues/concerns in successfully completing the project.
5. Examples of Work: Complete or partial samples of work involving similar types of projects and assignments.

All questions regarding this RFQ should be directed to and proposals mailed to:

Cathy Washington  
Director of Procurement  
Fairfield County Procurement  
PO Drawer 60  
Winnsboro, SC 29180  
Email: [cathy.washington@fairfield.sc.gov](mailto:cathy.washington@fairfield.sc.gov)  
Phone: 803-635-1415

This solicitation does not commit Fairfield County to award any contracts, to pay any costs incurred in the preparation of a response to this Request for Qualifications, or to contract for any services. The County reserves the right to reject any or all submittals received as a result of this solicitation, or to cancel in part or in its entirety this Request for Qualifications, if it is in the best interest of the County to do so. **This Request for Qualifications are due January 3, 2023 at 10:00 am EST.** Those qualified/accepted will have to update their W-9's and COI's for each submittal. Once qualified, the qualification is good for three years from the date that they are notified and may be renew if in good standing.

## GENERAL INFORMATION

1. All responses to this Request For Qualifications will be considered as specified herein or attached hereto under the terms and conditions of this Request For Qualifications.
2. Submittals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the response to this Request For Qualifications.
3. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
4. One clearly identified original must be electronically submitted to the Procurement Department. The qualification statements/proposals must be signed by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of qualification statements/proposals. In order to do business with the Fairfield County, vendors must submit vendor information form with your qualification statements. The County may reject any quotes, bids, proposals and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.
5. Questions: Email any questions you may have to Cathy Washington, Director of Procurement, at [cathy.washington@fairfield.sc.gov](mailto:cathy.washington@fairfield.sc.gov).
6. Any Qualifications Statements received after the scheduled deadline will be immediately disqualified and returned to the submitting contractor. Qualification statements should be limited to 30 pages (do not count tabs or table of content).

## CONTRACTUAL REQUIREMENTS

1. PROJECT CONTRACTS: Contracts will be negotiated separately for each project on a “firm fixed fee” basis. The County’s standard contract for architect, engineer and consultant services will be used. The contract will include a detailed scope and schedule for providing the professional services.
2. S.C. LAW CLAUSE: Upon award of a contract under this bid, 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 in 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 bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
3. OFFEROR’S QUALIFICATIONS: Offeror must furnish satisfactory evidence of their ability to furnish projects or services in accordance with the terms and conditions of this Request for Qualifications. The Director of Procurement reserves the right to make the final determination as to the offeror’s ability to provide the services requested herein before entering into any contract.
4. OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Request for Qualifications. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this Request for Qualifications or to the contract.
5. AFFIRMATIVE ACTION: The offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
6. PRIME VENDOR RESPONSIBILITIES: The offeror will be required to assume sole responsibility for the complete effort as required by this Request for Qualifications. The County will consider the offeror the sole point of contact with regard to contractual matters.
7. SUBCONTRACTING: If any part of the work covered by this Request for Qualifications is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved by the County, or when applicable, a political subdivision within the County with the County’s concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractor engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.

8. OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the County pursuant to any contract shall belong exclusively to the County.
9. ADDITIONAL ELIGIBILITY: Other Fairfield County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
10. INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at its expense, shall furnish insurance certificate showing the certificate holder as Fairfield County Council, P.O. Drawer 60, Winnsboro, SC 29180, Attention: Director of Procurement and with a special notation naming Fairfield County Council as an Additional Insured on the general liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

Workers' Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for its employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.

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

Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

The Contractor shall not cause any insurance to be canceled or permit any insurance to lapse. If any of the policies required hereunder shall be canceled or non-renewed, it shall be replaced with no coverage gap and a current certificate of insurance will be provided immediately thereafter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, and the expiration date.

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

11. INDEMNITY:

The Offeror hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Offeror, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

12. TERMINATION: Subject to the provisions below, the contract may be terminated by the Director of Procurement providing a thirty (30) day advance notice in writing is given to the Contractor.

a. Termination for Convenience.

In the event that this contract is terminated or cancelled upon request and for the convenience of the County without the required thirty (30) day advance notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause.

Termination by the County for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in this bid shall apply.

13. DEFAULT: In case of default, the County reserves the right to purchase any or all items in open market, charging the Contractor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting contractor shall be considered until the assessed charge has been satisfied.

14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid. State whether or not your company has been involved in any litigation within the past five (5) years arising out of your performance.



## **SPECIAL INSTRUCTIONS**

1. **INTENT TO PERFORM**: It is the intent and purpose of Fairfield County that this request permits competition. It shall be the offeror's responsibility to advise the Purchasing Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFQ to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the Request For Qualifications opening date. A review of such notifications will be made.
  
2. **PREPARATION OF REQUEST FOR QUALIFICATIONS**:
  - 2.1 All Request For Qualifications submittals should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's Request For Qualifications submittal, or if it fails to conform to the essential requirements of the Request For Qualifications, the County and the County alone will be the judge as to whether that variance is significant enough to reject the Request For Qualifications submission.
  
  - 2.2 Request For Qualifications submissions should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the Request For Qualifications. Emphasis should be on completeness and clarity of content.
  
  - 2.3 If your Request For Qualifications submission includes any comment over and above the specific information requested in our Request For Qualifications, you are to include this information as a separate appendix to your Request For Qualifications.
  
3. **AMENDMENTS**: If it becomes necessary to revise any part of the Request For Qualifications, an amendment will be provided to all offerors who received the original Request For Qualifications. The County shall not be legally bound by an amendment or interpretation that is not in writing.
  
4. **ADDITIONAL INFORMATION**: Offerors requiring additional information may submit their questions in writing to the Director of Procurement. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
  
5. **ORAL PRESENTATION/DISCUSSIONS**: Any offeror or all offerors may be requested to make an oral presentation of their Request For Qualifications submission to the County after the Request For Qualifications opening. Discussions may be conducted with responsible offerors, who are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and

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

- a. Determine in greater detail such offeror's qualifications.
  - b. Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
  - c. Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
  - d. Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.
6. **FUNDING:** The offeror shall agree that funds expended for the purposes of any contact must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
7. **AWARD:** Any contract awarded as a result of this request shall be awarded to the offeror whose qualifications are determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all Request For Qualifications submittals received, and in all cases the County will be the sole judge as to whether an offeror's Request For Qualifications submission has or has not satisfactorily met the requirements of this RFQ.
8. **PUBLIC ACCESS TO PROCUREMENT INFORMATION:** Commercial or financial information obtained in response to this RFQ, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. **All offerors, therefore, must visibly mark as "Confidential" each part of their Request For Qualifications submittal, which they consider to contain proprietary information.**
9. **DEVIATIONS:** Any deviations from the requirements of this RFQ must be listed separately and identified as such in the table of contents.
10. **GRATUITIES:** It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a

gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or Request For Qualifications therefore.

11. **KICKBACKS**: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.

**RFQ SUBMITTAL ADDRESS:**

Attn: Cathy Washington  
Director of Procurement  
Fairfield County Procurement  
PO Drawer 60  
Winnsboro, SC 29180  
Email: [cathy.washington@fairfield.sc.gov](mailto:cathy.washington@fairfield.sc.gov)  
Phone: 803-635-1415