

Request for Qualifications

ON CALL PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE TOWN OF SULLIVAN'S ISLAND

Qualified engineering firms or persons are invited to submit statements of interest and qualifications to the Town of Sullivan's Island (Town) to provide professional engineering services for the Town.

The selected engineering firm or firms may be required to provide facility and infrastructure studies, design, master plans, specifications, cost estimates, inspections, structural analysis, geotechnical analysis, project management, electrical design, landscape design, permitting, construction engineering/bid/inspection services, asset management, land surveying, tree surveys, environmental management services, and administrative services to the Town of Sullivan's Island. An anticipated Scope of Services is provided within the solicitation document. All offerors shall have verifiable experience of similar projects.

The Contract will be for a period of one (1) year, with the option to extend said Contract for additional one (1) year periods, not to exceed a total Contract Period of five (5) years, at the Town's option. The Town reserves the right to award a single contract or multiple contracts to the most responsive, qualified, and responsible Offeror(s) if doing so is advantageous to the Town. This Request for Qualifications gives no guarantee of minimum quantities of work.

Each project will be negotiated separately based on each project's requirements, for services provided by the successful firm(s). All proposed projects are subject to funding being approved by the Town. The number of services or Scope of Work for each project will be determined by the Town. Firm(s) selected will not be guaranteed any quantity of hours, fees or projects during the term of the Contract.

One (1) unbound original copy of the statements of interest and qualifications in response to this RFQ shall be submitted in a sealed envelope or wrapping clearly marked with the title "Request for Qualifications On-Call Professional Engineering Consulting Services for the Town of Sullivan's Island" and one (1) copy shall be submitted in electronic form jblanton@sullivansisland.sc.gov Request for Qualifications in both paper and electronic format will be accepted until 2:00 P.M., March 1, 2021, by the Town, at which time and place all RFQ's shall be publicly opened in the Council Chambers located in the Sullivan's Island Town Hall. At such time, only the names of the Offerors will be read aloud and recorded. Submittals received after the scheduled opening date and time will be disqualified in accordance with the Town of Sullivan's Island's Procurement Regulations.

Evaluation criteria includes, but is not limited to, the professional qualifications of the Offeror, previous experience in the many disciplines listed and successful management of a multi-disciplined effort, including a commitment to project schedules and budget constraints, verifiable

infrastructure and environmental management experience, the understanding and approach toward the Scope of Work and the Offerors' overall ability to prepare a concise, meaningful response addressing the various aspects of the Invitation.

This solicitation does not commit the Town to award a contract, to pay any costs incurred in the preparation of a submittal, or to procure or contract for the articles of goods and services. The Town reserves the right to waive any informalities or irregularities, to accept or reject any or all responses and to award or refrain from awarding a contract to any Offeror, if it is in the best interest of the Town to do so.

All interested parties are encouraged to visit www.sullivanisland.sc.gov to obtain an Invitation Package for these services.

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Background

The Town of Sullivan’s Island, incorporated in 1975, encompasses approximately 3.5 square miles and is located across the Charleston Harbor from the City of Charleston. The Town is governed by seven elected officials, 1 mayor and 6 councilmembers. The Town owns structures that contribute to the Island’s history. The Town also owns approximately 190 acres of accreted, beach front property.

The Town is at a point in which it would be beneficial to have qualified Engineering Consultants under contract for small and medium size projects that require immediate action. The Consultant(s) will work under the direction of the Town Administrator, or designee, to handle engineering service tasks as they arise. The highest rated consultant(s) will be selected to be on contract for on-call services.

Instructions to Offerors

1. Solicitation Documents:

Each offeror shall carefully examine the Solicitation Documents, including any Addenda. Should the Offeror identify any discrepancies or ambiguities, he shall notify the Town in writing. The Town shall not assume any responsibility for errors, oversights, misinterpretations or misunderstandings by the Offeror, after Submittals have been received.

2. Preparation of Submittals:

All submittals shall be typewritten. Errors must be crossed out and initialed by the person signing the submittal. Signatures on the submittals must be by a principal, duly authorized to make Contracts. The submittal must be fully complete and executed when submitted.

Offerors’ submittals shall include a brief resume of the firm, as well as resumes containing professional and academic qualifications for all personnel that would be responsible for the actual project. Offerors’ submittals shall address the Scope of Services being desired, as well as the submittal requirements as specified herein.

Neither voluminous or elaborate submittals are expected or required. However, Offerors shall provide concise statements regarding their capabilities and past work.

3. Submissions of Submittals:

One (1) unbound original copy of the “Statement of Interest” Proposal shall be submitted in a sealed envelope or wrapping clearly marked with the title “Request for Qualifications On-Call Professional Engineering Consulting Services for the Town of Sullivan’s Island” and one (1) copy shall be submitted in electronic format to jblanton@sullivanisland.sc.gov. Offerors are responsible for the actual delivery of submittals during normal business hours, 8:00 A.M. – 5:00 P.M., Monday – Friday. Submittals received after the scheduled opening date and time will be disqualified in accordance with the Town’s Procurement Regulations.

Instructions to Offerors (continued)

Submittals are to be mailed or hand delivered to: Town of Sullivan's Island
Attn: Jason Blanton
2056 Middle Street
Sullivan's Island, SC 29482

4. Affirmative Action:

The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment of the disabled and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability. Offerors shall comply with Title VI of the Civil Rights Act of 1964.

5. Submittal Opening:

Submittals shall be publicly opened on the date and at the time specified. Only the names of the Offerors shall be disclosed at the opening. Contents of the competing Offerors shall not be disclosed at the opening. Only the submittal of the successful Offeror(s) shall be available to the public inspection during normal business hours, 8:00 A.M. – 5:00 P.M., Monday – Friday, after the award of a Contract and upon receipt of a written request. Proprietary or confidential information marked as such in any submittal shall not be disclosed without written consent of the successful Offeror(s).

6. Information:

Any explanation desired by an Offeror regarding the meaning or interpretation of the solicitation schedule, attachments, specifications, etc., must be requested in writing and in sufficient time that a Town response may reach all Offerors in sufficient time to be considered and included in their offer. Response to any such request will be by Addenda. The Town will determine if time is sufficient for the release of any Addenda. All written requests shall be submitted via email to jblanton@sullivansisland.sc.gov with the subject referencing this RFQ.

7. Award Criteria:

Awards shall be considered using the following criteria:

- A) Offeror's interpretation of the proposed project and prescribed methodology and Scope of Services.**
- B) Offeror's verifiable similar project experience and performance by Offeror on the many required disciplines.**

Instructions to Offerors (continued)

- C) Offeror's availability of and proximity of qualified professional staff to the site and project representatives, including support personnel by others.**
- D) Professional qualifications and management capabilities of the Offeror with ability to assess, plan, manage and coordinate a multi-disciplined effort by numerous professionals.**
- E) Offeror's references and past performance for projects similar in design or application.**
- F) Offeror's ability to complete projects similar in magnitude within allocated time and budget constraints.**
- G) Offeror's management techniques which clearly demonstrate quality control by the organization.**
- H) Offeror's overall ability to prepare a concise and meaningful response in accordance with this solicitation.**

Any awards considered as a result of this solicitation are conditional, not only on the above qualifications, but on the ability to negotiate an agreeable fee for these services which will be considered fair and reasonable by all parties.

8. **Insurance:**

The successful Offeror(s) shall provide Certificate of Insurance to the Town in accordance with the General Terms and Conditions of the Contract documents.

9. **Progress Payments:**

Progress payments shall be allowable for this project, in accordance with an established schedule that will have been determined agreeable by both parties.

General Conditions

1. **Addenda:**

Changes or corrections may be made in the solicitation documents after they have been issued and before the submittal due date. In such cases, written Addenda describing the changes or corrections will be issued by the Town to all Offerors. Such addenda shall take precedence over the original portion of the solicitation documents concerned. The Town will not be held responsible for any oral instructions, with the exception of oral instructions as may be given during any Pre-Proposal Conference, if applicable.

2. **South Carolina Law Clause:**

Upon award of a contract under this solicitation, 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 licensed to do business in this State. Notwithstanding the fact that applicable statutes may except or exclude the successful Offeror(s) from business in this State, by submission of this signed Submittal, the Offeror 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. **Award Selection:**

Award selection shall be made to the most responsive and responsible Offeror or Offerors whose Submittal is determined to be the most qualified and advantageous to the Town, taking into consideration the evaluation factors set forth herein. The Town reserves the right to award a single contract or multiple contracts if doing so is advantageous to the Town. Awards shall be limited to the least number of Offeror(s) necessary to meet the requirements of the Town. This Request for Qualifications gives no guarantee of any quantity of hours, fees or projects during the term of the Contract. In all cases, the Town reserves the right to: 1) waive any informalities or irregularities in the submittals, 2) reject any or all submittals, 3) to select or refrain from selecting the submittal of any Offeror, 4) negotiation with any or all qualified Offerors, 5) and to select the submittal that is in the best interest of the Town. The Town Council's decision shall be final.

It is understood and agreed that the town shall have one hundred and twenty (120) calendar days to accept any offer.

4. **Contract Award:**

Any contract awarded as a result of this solicitation and submittals received, shall be negotiated between the Town and the selected Offeror at a fee determined fair and reasonable and acceptable between all parties, based on the actual project requirements.

Prior to the commencement of negotiations with the successful or any Offeror, a statement may be required confirming that the Offeror has reviewed his submittal; the workload of

General Conditions (continued)

the organization; verification that the key project personnel are still in place and any other conditions which might change or affect the successful and timely completion of the project as has been disclosed to the Town for subsequent consideration.

Negotiations, when applicable, will be conducted beginning with the Offeror whom has been determined and selected as the most qualified by the Town. Should the Town be unable to successfully negotiate a Contract, which would be considered acceptable to the Town with the first choice Offeror, said negotiations shall be terminated and the Town may conduct like negotiations with the next acceptable Offeror. Likewise, should the negotiations with the second choice Offeror fail to result in an acceptable agreement, the negotiations may be terminated, and new negotiations conducted with the third and subsequent Offerors. Negotiations with the second and subsequent Offerors shall be conducted in the same manner, using the same criteria as with the first Offeror.

5. Contract Documents:

Should an award be made as a result of this solicitation, the Contract, Purchase Order or Agreement shall by reference consist of the following:

- A) Advertisement for Proposals
- B) Invitation to Offerors
- C) Instructions to Offerors
- D) General Conditions
- E) Scope of Services
- F) Antitrust/Non-Collusion Oath
- G) Offeror's Statement
- H) Contract, Agreement or Purchase Order
- I) Notice of Award-Successful Offeror's acceptance of award
- J) Successful Offeror's Certificate of Insurance
- K) Notice to Proceed
- L) Any Addenda
- M) Any Change Orders, Supplements or Modifications

6. Invoices:

All invoices must be submitted to:

Andy Benke
Town of Sullivan's Island
PO Box 427
Sullivan's Island, SC 29482

General Conditions (continued)

The Town reserves the right to withhold payment or make such deductions as may be necessary to protect the Town from loss or damage because of defective work, claims, damages or to pay for repair or correction of materials furnished hereunder.

7. **Prohibition of Gratuities:**

All awards made shall be in accordance with applicable South Carolina statutes.

8. **Termination:**

Subject to the provisions below, any contract resulting from this solicitation may be terminated by the Town, providing a seven (7) day advance notice in writing is given to the Offeror.

A) **Non-Appropriation:** In the event sufficient appropriations are not made to pay the charges under the Contract, it shall terminate without obligation to the Town.

B) **Convenience:** In the event that this Contract is terminated or canceled upon request and for the Convenience of the Town without the required seven (7) day advance written notice, then the Town shall negotiate reasonable termination costs, if applicable.

C) **Cause:** Termination by the Town for cause, default, or negligence on the part of the successful Offeror shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The seven (7) day advance written notice requirement is waived and the default provision listed herein shall apply.

D) **Default:** In the case of default of the successful Offeror, the Town may terminate the Contract and take possession of all documents, materials, equipment and tools owned by the successful Offeror and may finish the Work by whatever method the Town may deem expedient. If the unpaid balance of the Contract sum exceeds cost of finishing the Work, including compensation for the successful Offeror's services and expenses made necessary thereby, such excess may be paid to the successful Offeror, but if such costs exceed such unpaid balance, the successful Offeror shall pay the difference to the Town.

The Town reserves the right to withhold payments on account and recover costs for, 1) defective work not remedied, 2) claims filed by third parties, 3) failure of the successful Offeror to make payments properly to sub-consultants or for labor, materials or equipment, 4) reasonable evidence that the work cannot be completed for the unpaid balance of the Contract sum, 5) damage to the Town or another consultant or contractor, 6) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages, if any, for the anticipated delay, or 7) persistent failure to carry out the work in accordance with the Contract Documents.

General Conditions (continued)

Should such charge(s) be assessed, no subsequent offers of the defaulting successful Offeror will be considered until the assessed charge(s) have been satisfied.

9. **Abandoned or Suspended Work:**

If any work performed by the successful Offeror is abandoned or suspended in whole or in part by the Town, other than for default by the successful Offeror, the successful Offeror shall be paid for all services performed, as well as reimbursable expenses prior to receipt of a written notice from the Town of such abandonment or suspension in an amount equal to Work performed as of the abandonment or suspension.

10. **Prime Consultant:**

The Prime Consultant(s) will be required to assume sole responsibility for the complete effort as required by this solicitation. The Town will consider the successful Offeror(s) to be the sole point of contact with regard to contractual matters and will be responsible for the quality and timeliness of the work of any sub-consultants hired by the Prime Consultant.

11. **Change Orders:**

As installation of each complex element is a function of budget and need, requirements for design and construction services shall be ongoing and will be addressed by change orders to the contract. Any request for contract changes, deviations, etcetera, by the successful Offeror, which have a cost effect to the contract shall be priced and submitted to the Town via the Town's project representative for consideration and acceptance. All changes having a cost effect requires prior approval by the Town Administrator. He shall also have the authority to make changes, accept deviations, etc., within the requirements and specifications of the Scope of Work which have no cost impact to the contract.

12. **Insurance:**

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least thirty (30) days prior written notice has been given to the Owner. All insurance policies shall be issued by responsible companies whom are acceptable to the Town and licensed and authorized to do business under the laws of the State of South Carolina. The Consultant shall affect insurance to protect the interest of the Consultant, Sub-Consultants and Sub-Sub-Consultants in the Work. The Consultant shall provide proof of such insurance to the Town by providing a Certificate of Insurance reflecting such coverage and adding the Town as a Certificate holder. The Certificate of Insurance shall endorse the Town as an additional insured on all policies.

General Conditions (continued)

The Consultant shall procure and maintain, at the Consultant's own expense during the Contract time, Liability Insurance as hereinafter specified.

- A) Consultant's General Public Liability and Property Damage Insurance, including vehicle coverage issued to the Consultant and protecting the Consultant from all claims for personal injury; including death and all claims for destruction of or damage to property arising out of or in operations be by the Consultant or a Sub-Consultant employed by the Prime Consultant.
- B) Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident.
- C) Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident, and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The Consultant shall procure and maintain, at the Consultant's own expense during the Contract time, Professional Liability Insurance. The aggregate limit should be total insurance available for claims of at least \$1,000,000 per claim and \$1,000,000 aggregate.

The Consultant shall procure and maintain, at the Consultant's own expense during the Contract time, in accordance with the provisions of the laws of the State of South Carolina Workers' Compensation Insurance, including occupational disease provisions, for all of the Consultant's employees, and in case any Work is sublet, the Consultant shall require such Sub-Consultant identically to provide Workers' Compensation Insurance, including occupational disease provision for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in hazardous Work under this Contract are not protected under the Workers' Compensation Law, the Consultant shall provide, and shall cause each Sub-Consultant to provide adequate and suitable insurance for the protection of its employees not otherwise protected.

13. Non-Appropriations

Any contract entered into by the Town resulting from this proposal shall be subject to cancellation without damages or further obligation when funds not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. In the event that funds are not appropriated, the successful Offeror shall not prohibit or otherwise limit the Town's right to pursue and contract for alternate solutions and remedies as deemed necessary by the Town of the conduct of its affairs.

Submittal Requirements

1. **Interpretation of the Proposed project and Methodology and Scope of Services:**

Each Offeror shall submit in writing a discussion of the general approach to the work demonstrating the basic understanding of the project and a detailed description of the work tasks, including the planning process, all as understood at this time.

2. **Offeror's Verifiable Similar Experience and Performance:**

Each Offeror shall submit evidence that the Offeror has current or recent past similar experience in the many required disciplines, including, but not limited to public infrastructure and environmental management. Offerors should submit examples of projects which represent similar public infrastructure and environmental management. The Offeror shall have a demonstrated ability to design and successfully manage a multi-disciplined effort, including the ability to assist the Town as may be necessary in the permitting processes required by various regulatory agencies.

3. **Offeror's Availability and Proximity of Qualified, Professional Staff, Including Support Personnel by Others and Current Existing Commitments:**

Each Offeror shall submit evidence demonstrating specialized current experience of staff and supporting personnel. Experience submittal shall demonstrate not only the technical competence of staff to perform the required services applicable for the project, but also address the availability of staff and supporting personnel considering current existing commitments and their proximity to the proposed site and project component representatives.

4. **Capabilities:**

A team approach appears to be the most suitable for this project; however, all Offeror's submittals of "Statements of Interest" shall clearly define each organization's functions and in-house capabilities. All Offerors shall identify all disciplines for which in-house capability does not exist. All Offerors shall identify in-house capabilities, including computer program compatibility and adequate staffing as related to current and projected workloads.

Should the successful Offeror(s) require additional effort outside the firm to support the project after award, the selection of such additional effort or sub-consultants will be subject to the approval of the Town.

5. **Organization by Element:**

Offerors shall provide an Organizational Chart that would indicate personnel to be assigned to the proposed project.

6. **References:**

Offerors shall include current or recent project references, which are similar to the project submittal solicited by the Town.

Submittal Requirements (continued)

Reference Information Should Include:

- a) Client's name, contact person, telephone number, and email address
- b) Project name
- c) Project begin and completion dates
- d) Length of project
- e) Was project complete on schedule (if not, explain)
- f) Project cost at award
- g) Actual final project cost
- h) Include letters of recommendation

7. **Past Performance:**

Offerors shall provide sufficient information that can substantiate and indicate past performance of similar projects. Good references as required herein should satisfy this requirement. The Town reserves the right to request supplemental information to substantiate information provided by project references or to further support performance qualifications.

8. **Schedule and Budget Requirements:**

Offerors shall demonstrate a commitment to project schedule and budget requirements. This shall be evidenced by:

- A. Demonstrated ability to recommend appropriate phases for construction, and to accurately project estimated project schedule and timely completion as required for completing the project.

When implemented, project schedules are critical and must be realistic, and adherence thereto is mandatory. Offeror shall address the organizational depth of qualified personnel and shall show evidence of his commitment to complete projects within the required time schedules.

9. **Quality Control:**

Each Offeror shall address management techniques which are in place which demonstrate quality control not only by the successful Offeror, but by his sub-consultants including construction oversight and administration thereof.

10. **Submittal Statements:**

Neither voluminous nor elaborate statements are expected or required. However, the firm shall provide concise statements regarding its capabilities and past work accomplishments in relation to the Town's needs as solicited and described within these documents.

11. **Anti-Trust/Non-Collusion Statement:**

All Offerors shall complete and include with their response, the Submittal Form provided and contained herein.

Submittal Requirements (continued)

12. Number of Submittals Required:

Each Offeror shall supply one (1) unbound original and one copy in electronic form to jblanton@sullivansisland.sc.gov for review and evaluation by the Selection Committee. Paper submittals shall be in a properly marked, sealed envelope or wrapping in accordance with the instructions contained herein. Failure to provide the required number of copies shall be cause for Offeror's submittal to be considered nonconforming.

Scope of Services

Because maintenance of existing assets is needed to maximize their longevity and the development of new infrastructure, facilities and programs will be needed in the future, the Town desires to employ the services of qualified professional engineering firm(s) to provide Engineering services. The Town staff will manage projects developed under this proposed contract.

The Town of Sullivan's Island is seeking qualifications from Offerors to provide professional engineering services for any combination of the services below:

1. General Engineering Services
2. Landscape Architecture
3. GIS Services
4. Surveying Services
5. Environmental Management Services

Descriptions of Services

1. General Engineering Services
 - A. Preparation of facility infrastructure design plans, master plans, studies, specifications, and cost estimates
 - B. Facility analyses to determine structural integrity and development of repair methods
 - C. Geotechnical analysis including soil borings, subsurface investigations, soil stabilization
 - D. Project management services may include:
 - i. Community relations support
 - ii. Attendance of project review meetings
 - iii. Create and update project schedules
 - iv. Progress invoicing and work coordination
 - v. Submittal of plans, drawings, documents, etc. to regulatory agencies such as USACE, SCDHEC and SCDOT to obtain necessary permits
 - vi. Review and track change orders
 - vii. Provide bidding services including reviewing submittals and responding to RFI's from vendors
 - E. Design of facility electrical/lighting upgrades
 - F. Hydrology Studies
 - G. Construction Engineering and Inspections (CEI) services may include:
 - i. Attendance of pre-construction and progress meetings
 - ii. Field engineering site visits to monitor progression of work and ensure it is in accordance with plans/drawings and contract documents. This can also include inspection of equipment and materials, ensuring compliance with any permits (ex. SCDOT encroachment permits), observation of traffic control and checking erosion and sediment control including tree protection
 - iii. Generation of punch lists
 - J. Scope of work may include services related to Federal procurement and reporting

Scope of Services (continued)

K. Asset Management may include:

- i. Provide services to maintain, extend and manage the life cycle of the Town's infrastructure through planning, operations, maintenance and Capital Improvement Projects.
- ii. Work may include: identifying and designing system improvements or new infrastructure projects; developing design standards; collecting information relative to asset location and ownership; system survey for elevations; condition assessment for project prioritization; hydraulic modeling; pipe network evaluation; stormwater structure design; and watershed analysis.
- iii. Recommendation of rehabilitation and repair methods, scoping, plan development and permitting for repairs and construction projects.
- iv. Delineation of wetlands, coastal tidelands and/or other wetlands under the jurisdiction of the US Army Corps of Engineers.
- v. Develop and update standard practices, policies and procedures for the installation, inspection, acceptance, repair, rehabilitation and replacement of Town assets.
- vi. Standard methodologies and processes should consider AASHTO, ASTM, APWA, Federal, and State professional standards and applications in accordance with Asset Management practices.

2. Landscape Architecture

Services may include providing plans and planting schedule(s) for various projects as directed, including permit mitigation plans and selective vegetation protection recommendations.

3. GIS Services

Services may include:

A. Develop asset inventory, database information and layers

- i. Geometric and Attribute data for stormwater infrastructure, green infrastructure, easements, etc. in GIS format.

B. Support to assist with the management and maintenance of previously developed databases

4. Surveying Services

Provide general and specialized survey services such as:

- A. Property corner identification, marking, resetting
- B. Easement and right-of-way location and marking
- C. Property plat development and recording
- D. Topographical surveys
- E. Developing as-built plans
- F. Delineation of OCRM critical line and wetland boundaries
- G. Tree surveys

5. Environmental Management Services

Services will be needed to aid with the development, improvement, management and execution of a comprehensive Stormwater Management Program that complies with

Scope of Services (continued)

Federal and State programs and requirements and acceptable standards and practices related to stormwater management. In addition to other services, selected firms will also provide services in support of the Town's short and long-range environmental goals and programs which includes implementation of objectives listed below.

A. Water Quality Program Services

Services may include work related to environmental permits and programs associated with NPDES, TMDL, Solid Waste, Multi-Sector General Permits, FEMA, SPCC and other stormwater-related programs and permits as they are developed or updated.

General:

- i. Review, recommend, develop, update program design standards, procedures, enforcement, ordinances, operational documents and program plans;
- ii. Providing training services and/or develop training programs for staff or public audiences related to Stormwater Programs;
- iii. Perform field inspections, dry and wet weather data collection and assessments on private and public stormwater systems;
- iv. Provide scientific and engineering analysis and reporting services;
- v. Review, comment, attend meetings and provide support for State and Federal regulations, permits and programs.

B. Program Specifics

A. Education and Public Participation

Special services related to engaging the public and public participation opportunities may include:

- a. Facilitation of stakeholder groups
- b. Presentations or displays for committee and other meetings

B. Illicit Discharge Detection and Elimination

Special services may include:

- a. Installation and operations of water quality monitoring stations
- b. Collection of water quality sampling in accordance with State and EPA protocols
- c. Analysis and reporting on water quality sampling data
- d. Support with mapping and other permit related services

C. Construction Site Stormwater Runoff Control

Special services may include professional services for technical plan reviews and inspections in accordance with SCDHEC protocols and certifications.

D. Post-Construction Storm Water Management

Special services may include:

- a. Modeling of pollution control systems and effectiveness.
- b. Recommendations of water quality practices and standards.

Scope of Services (continued)

- E. Pollution Prevention/Good Housekeeping/or Municipal Operations
Special services may include assistance with the development of environmental permitting compliance programs for Public Works facilities and operations.
- F. Sensitive Waters/Total Maximum Daily Load
 - a. Provide regulatory guidance, comment, and program updates for work related to Federal and State regulations such as the Clean Water Act.
 - b. Develop/prepare Discharge Monitoring Reports, development of watershed management and implementation plans.
 - c. Represent Town interests at meetings with regulatory agencies and stakeholders.
- C. General Program Services
Provide professional services in support of the administrative operations of the Stormwater Management Program including:
 - i. Development and/or analysis of program funding options.
 - ii. Development updated runoff coefficients or impervious area calculations.
 - iii. Develop funding option recommendations may require existing ordinance revisions and comprehensive stormwater program cost analysis.
 - iv. Services may include other social and media platforms, online GIS platforms and other deliverables needed to educate the public on program elements.
- D. Resiliency, Mitigation and Emergency Management
Services may include:
 - i. Watershed and/or small area stormwater management analysis and planning for long-term environmental changes.
 - ii. Provide professional services for pre- and post-disaster condition assessments, FEMA reporting, and grant applications related to resiliency, infrastructure protection, disaster recovery and mitigation.

Evaluation Criteria:

1. Criteria:

- A. Offeror's interpretation of the proposed project and prescribed methodology and scope of services.
- B. Verifiable similar project experience and performance by the Offeror on the many required disciplines.
- C. The Offeror's availability of and proximity of qualified professional staff to the site and project component representatives, including support personnel by others.
- D. The professional qualifications and management capabilities of the Offeror to assess, plan, manage, and coordinate a multi-disciplined effort.
- E. Offeror's user references and past performance for projects similar in design or application.
- F. Offeror's demonstrated ability to complete projects similar in magnitude with in allocated time and budgets.
- G. Offeror's demonstrated quality control techniques.
- H. Offeror's overall ability to prepare a brief, concise, meaningful response in accordance with this solicitation.

2. Evaluation:

The Town Council, when considered necessary, shall select and receive a recommendation from personnel qualified to assist the Council in making an informed decision as to the most competent and qualified person(s) or firm(s) for a proposed professional services project. The Council will review and evaluate all proposals which are submitted. The Council, using the Evaluation Criteria, as set forth herein, will develop a short list believed to be the most qualified.

3. Interviews:

In order to select the most qualified Offeror(s); interviews will be conducted by the Council with the selected "Short List" firms. Offerors shall be afforded ample notification prior to the scheduling of any interviews. Any Offeror who fails to attend such scheduled interviews will be considered as non-complying and his proposal rejected.

Upon completion of all interviews, the Council will select one or more firms for award consideration. The Council, upon selection, shall authorize the Town Administrator to enter into negotiations with the selected firm(s) as projects are budgeted.

4. Negotiation Phase:

All negotiations between the Town and any Offeror shall be in accordance with the general conditions of the Solicitation. The Town shall negotiate a fee considered fair and reasonable between both parties based on the actual project requirements.

The participation in the submittal or the selection phase of this process, including interviews, does not commit the Town to award a Contract or to pay costs incurred by any Offeror relating to the solicitation.

**ON CALL PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR
THE TOWN OF SULLIVAN’S ISLAND
SUBMITTAL FORM**

THIS SUBMITTAL FORM SHALL BE RETURNED WITH THE OFFEROR’S PROPOSAL.

ETHICS CERTIFICATION:

By submitting an offer, the Offeror certifies that the Offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The State may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including, without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

CERTIFICATE REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the Offeror listed below will provide a “Drug-Free Workplace” as that term is defined in Section 44-107-20 of the Code of Laws of South Carolina, 1976, as amended, by complying with the requirements set for in Title 44, Chapter 107.

ILLEGAL IMMIGRATION:

By signing your offer, you certify that you will comply with the requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. You agree to include in any contracts with your subcontractors, language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14 and (b) include in their contracts with the sub-subcontractors, language requiring the sub-subcontractors to comply the applicable requirements of Title 8, Chapter 14.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. BY SUBMITTING AN OFFER, THE OFFEROR CERTIFIES COMPLIANCE.

ANTI-TRUST/NON-COLLUSION STATEMENT:

I, the undersigned, certify that this Bid does not violate Federal or State Anti-Trust Laws and that I have received and read the invitation for Bid and understand that this Bid is subject to all conditions thereof. The undersigned offers and agrees, if this Bid is accepted within one hundred twenty (120) days from the date of opening, to furnish any or all items proposed and to deliver such items within a timely manner in accordance with the requirements or availability as indicated in this RFQ.

A signature below indicates that the Offeror herein, his agents, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Offeror or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

ADDENDUM ACKNOWLEDGMENT:

A signature below indicates that the Offeror herein, his agents, servants and employees are in receipt of Addendum ____, if applicable.

A signature below indicates that the Offeror herein, his agents, servants and employees have not in any way colluded with anyone for and on behalf of the Offeror or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the Contract herein.

AUTHORIZATION

(NAME OF CONTRACTOR/COMPANY)

(ADDRESS) (CITY) (STATE) (ZIP)

(TELEPHONE) (FAX NUMBER) (EMAIL ADDRESS)

SIGNATURE _____ NAME (PRINTED) _____

REQUEST FOR QUALIFICATIONS – ON-CALL ENGINEERING

APPENDIX A

FEDERAL COMPLIANCE REGULATIONS

Various projects awarded under this on-call contract may be partially or completely funded using Federal funds. As such, the Consultant agrees to furnish the Work required by any resulting Contract that has Federal funds and agrees to all terms and conditions included by the Town of Sullivan's Island, including the terms and conditions specified below. Any other applicable provisions of 2 CFR Part 200 are hereby incorporated by reference and shall have full force and effect.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA or other Federal Grantor Agency financial assistance may be used to fund the Contract only. The Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA or other Federal Grantor Agency policies, procedures and directives.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Town's Rights

The Town reserves the right to perform work related to the Project with his own forces, and to award separate Contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the successful Offeror claims that delay or additional cost is involved because of such action by the Town, he shall make such claim as provided elsewhere in the Contract Documents. The Town will provide for the coordination of the work of his own forces and of each separate Consultant with the Work of the successful Bidder.

Termination by the Town without Cause

This Contract may be terminated by the Town without cause upon seven (7) day advance notice in writing is given to the Consultant.

1. **Non-Appropriations:** In the event sufficient appropriations are not made to pay the charges under the Contract, it shall terminate without obligation to the Town.
2. **Convenience:** In the event that this Contract is terminated or canceled upon request and for the convenience of the Town without the required seven (7) day advance written notice, then the Town shall negotiate reasonable termination costs, if applicable.
3. **Cause:** Termination by the Town for cause, default or negligence on the part of the Consultant shall be excluded from the foregoing provisions; termination costs, if any, shall

Appendix A (continued)

not apply. The seven (7) day advance written notice requirement is waived and the default provision listed herein shall apply.

4. **Default:** In the case of default of the successful Offeror, the Town may terminate the Contract and take possession of all documents, materials, equipment and tools owned by the successful Offeror and may finish the Work by whatever method the Town may deem expedient. If the unpaid balance of the Contract sum exceeds cost of finishing the Work, including compensation for the successful Offeror's services and expenses made necessary thereby, such excess may be paid to the successful Offeror, but if such costs exceed such unpaid balance, the successful Offeror shall pay the difference to the Town.

The Town reserves the right to withhold payments on account and recover costs for, 1) defective work not remedied, 2) claims filed by third parties, 3) failure of the Consultant to make payments properly to Sub-Consultants or for labor, materials or equipment, 4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract sum, 5) damage to the Town or another Consultant, 6) reasonable evidence that the Work will not be completed with the Contract time and that the unpaid balance would not be adequate to cover actual or liquidated damages, if any for the anticipated delay, or 7) persistent failure to carry out the Work in accordance with the Contract Documents.

Should such charge(s) be assessed, no subsequent offers of the defaulting Consultant will be considered until the assessed charge(s), have been satisfied.

Abandoned or Suspended Work

If any work performed by the successful Offeror is abandoned or suspended in whole or in part by the Town, other than for default by the successful Offeror, the successful Offeror shall be paid for all services performed, as well as reimbursable expenses prior to receipt of a written notice from the Town of such abandonment or suspension in an amount equal to Work performed as of the date of abandonment or suspension.

Affirmative Action

The Consultant, sub-recipient or Subconsultant shall not discriminate on the basis of race, color, national origin, physical disability, or sex, in the performance of this contract. The Consultant shall carry out all applicable requirements of State and Federal law as well as the Town's anti-discrimination policies in the award and administration of contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Town deems appropriate.

Contract Work Hours and Safety Standards

1. **Overtime Requirements:** No contractor or subcontractor employing laborers or mechanics shall require or permit them to work over 40 hours in any workweek unless they

Appendix A (continued)

are paid at least one and a half times the basic rate of pay for each hour worked over 40 hours.

2. **Violation; liability; liquidated damages:** The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph 1 of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government.
3. **Withholding for unpaid wages and liquidated damages:** The Contracting Officer will withhold from payments due under the contract, sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.
4. **Payrolls and Basic Records:**
 - a. The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rate of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations.
 - b. The Contractor and its subcontractor shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy or transcribe records maintained under paragraph (4)(a). The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.
5. **Subcontracts:** The Contractor shall insert the provisions set forth in paragraphs (1) through (4) of this section in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (1) through (4) of this section.

Notice and Assistance Regarding Patent and Copyright Infringement

1. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
2. In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence

Appendix A (continued)

and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

3. The Contractor shall include the substance of this section, including this paragraph (3), in all subcontracts that are expected to exceed the simplified acquisition threshold.

Clean Air Act

1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, U. S. Code, Title 42.
2. The Consultant agrees to report each violation to the Town of Sullivan's Island and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA) or other Federal Grantor Agencies, and the appropriate Environmental Protection Agency Regional Office.
3. The Consultant agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FEMA or other Federal Grantor Agencies.

Federal Water Pollution Control Act

1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, U.S. Code, Title 33.
2. The Consultant agrees to report each violation to the Town of Sullivan's Island and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA) or other Federal Grantor Agencies, and the appropriate Environmental Protection Agency Regional Office.
4. The Consultant agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FEMA or other Federal Grantor Agencies.

Suspension and Debarment – See Below and Appendix B for Certification Form

The Town of Sullivan's Island's award of this Contract is conditioned upon the Consultant's current and continued eligibility. Consultant is eligible unless Consultant is listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines. The Excluded Parties List System in SAM contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under other statutory or regulatory authority. If a Consultant is listed on the Excluded Parties List System in SAM, Consultant shall have the obligation to promptly inform the Town of Sullivan's Island, and this Contract shall be immediately terminated without liability on the part of the Town or the Federal Awarding Agency.

Appendix A (continued)

The successful Bidder agrees to include the Debarment and Suspension Certification Form in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, Title 31, U.S. Code (as amended), - See Below and Appendix C for the Certification Form

Consultants who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award cover by Title 31, U.S.C. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Energy Policy and Conservation Act (Title 42, U.S.C. 6201)

The Consultant shall comply with all mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Solid Waste Disposal Act (Title 42, U.S.C. 6901-6992k)

Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contains the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Change Order

As installation of each complex element is a function of budget and need, requirements of design and construction services shall be ongoing and will be addressed by change orders to the contract. Any request for contract changes, deviations, etcetera, by the successful Offeror, which have a cost effect to the contract shall be priced and submitted to the Town vis the Town's project representative for consideration and acceptance. All changes having a cost effect requires prior approval of the Town Administrator. He shall also have the authority to make changes, accept deviations, etc., within the requirements and specifications of the Scope of Work which have no cost impact to the contract.

Access to Records

1. The Consultant agrees to provide the Town, FEMA or other Federal Grantor Agency, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Consultant which are directly pertinent

Appendix A (continued)

to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

2. The Consultant agrees to permit any of the foregoing parties to reproduce, by any means whatsoever, or to copy, excerpts and transcriptions as reasonably needed.
3. The Consultant agrees to provide FEMA or other Federal Grantor Agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

Retention of All Records

The Consultant is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA or other Federal Grantor Agency financial assistance will be used to fund the Contract only. The Consultant will comply with all applicable Federal law, regulations, executive orders and FEMA or other Federal Grantor policies, procedures and directives.

No Obligation by the Federal Government

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant or any other party, pertaining to any matter resulting from the contract.

Fraud and False, or Fraudulent or Related Acts

The Consultant acknowledges that Title 31 of the U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Contract.

APPENDIX B

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that is and its principals:
 - a) Are not presently debarred, suspended, proposed for debarments, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for causes or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name: _____

Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

APPENDIX C

BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in 2 CFR 215, Appendix A, Section 7, the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain Federal transactions are made per the provisions contained in OMB Circular A-110 and Title 31, U.S.C. 1352, the “Byrd Anti-Lobbying Amendment.”

The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf, in connection in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United State Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure for to be filed or amended by this provision, shall be subject to civil penalty for each such failure.

Signature: _____
Company Name: _____
Date: _____