



CCEDC II
PO Box 157
Walterboro, SC 29488
843.782.0504

RFQ: PROFESSIONAL PLANNING SERVICES

DUE: Thursday, May 29, 2014 at 11:00am

MAIL QUALIFICATIONS TO:

Colleton County
Procurement Office
Attn: Kaye B Syfrett
PO Box 157
Walterboro, SC 29488

HAND DELIVER QUALIFICATIONS TO:

Colleton County
Procurement Office
Attn: Kaye B Syfrett
109 Benson Street
Walterboro, SC 29488

The Colleton County Economic Development Corporation II (CCEDII) is requesting proposals from qualified firms to develop an area-wide bike and pedestrian master plan. While the focus of this plan is connecting downtown Walterboro to surrounding points of interest within the unincorporated area, the areas to be examined should also consider other gathering places such as Cottageville, Jacksonboro, Smoaks and Lodge.

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the Offeror's name, address, and the solicitation name and number.

This solicitation does not commit CCEDC II to award a contract, to pay any costs incurred in the preparation of bids submitted, or to procure or contract for the services. CCEDC II reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the CCEDC II to do so.

Questions regarding this solicitation must be emailed to **Philip Slayter, Planning & Development Director, pslayter@colletoncounty.org, no later than 11:00am on Thursday, May 22, 2014.**

Answers to all questions will be posted on Colleton County's website as addendums to this proposal.

INSTRUCTIONS TO BIDDERS

1. Submittal must include one (1) original proposal clearly marked as original, and two (2) complete copies of the proposal package. Responses must be in a sealed envelope. For identification purposes, all containers/packages must contain the solicitation name and number, as well as the Offeror's company name and contact information. Individual signing the response must be an Agent legally authorized to bind the company.
2. Show solicitation number on the outside of mailing package. CCEDC II assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the Offeror's sole responsibility to insure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. The Offeror must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. CCEDC II reserves the

right to determine whether this information should be exempt from disclosure and legal action may not be brought against CCEDC II or its agents for its determination in this regard.

5. **RESPONSE FORM:** All responses shall be printed in ink or typewritten. When required, additional pages may be attached.

6. Offeror WILL NOT be allowed to offer more than one (1) price for all services provided.

A "No Response" qualifies as a response; however it is the responsibility of the Offeror to notify the Procurement Office if you receive solicitations that do not apply.

TERMS AND CONDITIONS

1. **COMPETITION:** This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing no later than five (5) business days prior to the scheduled due date and time.

2. **BIDDERS QUALIFICATION:** CCEDC II reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. CCEDC II further reserves the right to make the final determination as to the Offerors ability to provide said services.

3. **BID WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Director.

4. **REJECTION:** CCEDC II reserves the right to reject any and all bids, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of CCEDC II.

5. **WAIVER:** CCEDC II reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of CCEDC II.

6. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 60 calendar days.

7. **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 bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.

8. AMENDMENTS: All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Colleton County.

9. DEFAULT: In case of default by the Offeror, CCEDC II reserves the right to purchase any or all items in default in the open market, charging the Offeror with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Offeror will be considered in future bids until the assessed charge has been satisfied.

10. NON-APPROPRIATION / SUBSTITUTION PERMITTED: If CCEDC II fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to CCEDC II. Following any such non-appropriation, the master lease agreement shall contain no limitation on CCEDC II's ability to replace the equipment financed with any other equipment.

11. INDEMNIFICATION: Except for expenses or liabilities arising from the negligence of CCEDC II, the Offeror hereby expressly agrees to indemnify and hold CCEDC II harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows: Offeror expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Offeror, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by CCEDC II and its employees or by any member of the public, to indemnify and save CCEDC II and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by CCEDC II and its employees. This promise to indemnify shall include bodily injuries or death occurring to Offeror's employees and any person, directly or indirectly employed by Offeror (including without limitation any employee of any subcontractor), CCEDC II's employees, the employees of any other independent contractor, or occurring to any member of the public. When CCEDC II submits notice, Offeror shall promptly defend any aforementioned action. The prescribed limits of insurance set forth herein shall not limit the extent of the Offeror's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally CCEDC II will not provide indemnity to the successful bidder. Failure to comply with this section may result in your bid to be deemed non-responsive.

12. FORCE MAJEURE: The Offeror shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or

negligence of the Offeror. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the Offeror and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

13. ARBITRATION: Under no circumstances and with no exception will CCCEDC II act as arbitrator between the Offeror and any sub-contractor.

14. PUBLICITY RELEASES: Offeror agrees not to refer to 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 CCEDC II. The Offeror shall not have the right to include CCEDC II's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of CCEDC II, type and duration of any resulting agreement may be used and then only with prior approval of CCEDC II. The Offeror also agrees not to publish, or cite in any form, any comments or quotes from CCEDC II's staff unless it is a direct quote from the Procurement Director.

15. GOVERNING LAWS: Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.

16. ASSIGNMENT: The Offeror shall not assign in whole or in part any agreement resulting from this Request for Proposals without the prior written consent of CCEDC II. The Offeror shall not assign any money due or to become due to him under said agreement without the prior written consent of CCEDC II.

17. AFFIRMATIVE ACTION: The successful Offeror 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, sex, national origin or physical handicap.

18. CONTRACT AWARD:

A. This solicitation and submitted documents, when properly accepted by CCEDC II shall constitute an agreement equally binding between the successful Offeror and CCEDC II. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. CCEDC II shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.

B. The successful Offeror shall be required to execute a formal agreement with CCEDC II **immediately following the issuance of the Notice of Award.**

C. The term of this Contract shall be from the “**Notice to Proceed**” date set immediately following the contract award.

19. CONTRACT ADMINISTRATION: Questions or problems arising after award of an agreement shall be directed to Philip Slayter by calling (843) 549-1709. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Philip Slayter, Planning & Development Director, 31 Klein Street, Walterboro, SC 29488.

SPECIFICATIONS FOR PROFESSIONAL SERVICES

The Colleton County Economic Development Corporation II (CCEDII) is requesting proposals from qualified firms to develop an area-wide bike and pedestrian master plan. While the focus of this plan is connecting downtown Walterboro to surrounding points of interest within the unincorporated area, the areas to be examined should also consider other gathering places such as Cottageville, Jacksonboro, Smoaks and Lodge. Facility recommendations should include both on-street and off-street multi use facilities to foster bicycle and pedestrian movement. The scope of work should include an examination of existing bicycle and pedestrian facilities. The plan should identify the desired connections within the developed and rural areas specifying route, estimated cost and potential funding sources.

KEY CONSIDERATIONS

Transportation Planning

The Master Plan should provide pedestrian and transportation components that can be used by SCDOT, City of Walterboro, Colleton County, Town of Cottageville, Lodge and Smoaks, the Lowcountry Council of Governments and the Colleton County Transportation Committee, and other organizations in designing and funding transportation projects.

Connectivity

The major focus of this plan will be connecting downtown Walterboro, via multi use pedestrian facilities, to surrounding points of interest. Points of interest include, but are not limited to, those listed below:

- USC Salkehatchie Campus
- Colleton Medical Center
- Colleton High School

- Colleton County Recreation Complex
- Great Swamp Sanctuary

All connections should be presented as a stand-alone project with cost estimates and potential route options. The connections listed above should be included in the plan as well as needs in the rural areas where connections are logical and support local demand for such facilities. Other connections may be added as the consultant, citizen's advisory group and county staff meet to discuss the planning effort.

Recreation and Downtown

All identified plan routes should integrate into the City of Walterboro's current Downtown Master Plan, allowing for future bicycle and pedestrian connections. Special attention should be paid not only the transportation uses of the identified pedestrian facilities but to the potential recreation uses of the routes to include the Colleton County Recreation Complex. Where possible, current recreation facilities as well as Downtown activity centers and/or attractions should be incorporated into the proposed routes.

DELIVERABLES

Evaluation of Existing Conditions

- Inventory and evaluate existing sidewalks, bike lanes, trails, and other bicycle and pedestrian facilities.
- The consultant should evaluate transportation data, including, but not limited to, traffic counts, bike/pedestrian crash data, and other statistics relevant to the plan. The consultant will collect or generate data sufficient to complete the plan.
- CCED II will make accessible to the consultant available documents, statistics, GIS, current bike/pedestrian plans, and other data pertaining to existing and future multi-use pedestrian facilities.
- The completed plan should be delivered in both paper and digital format ensuring the plan can be distributed through the County's and City's website.

Bicycle and Pedestrian Network Needs

- Utilizing a citizen advisory group and recognized planning practices, develop a methodology for assessing and prioritizing pedestrian network needs based on existing facilities and amenities, population density, traffic, safety, policy, current usage, and ease to downtown Walterboro.
- Provide unit cost per facility type. For those projects of the highest priority provide more detailed cost estimates. Please include design examples (*typical*) for proposed facilities.
- Provide graphic renderings of proposed and conceptual facilities; maps showing proposed facilities; and conceptual map of what the fully implemented plan would look like.

PROJECT TIME TABLE AND COST

It will be consultant's responsibility to prepare a time table for completion of the planning process and draft preparation. The project must be completed in 9 months upon contract execution. The CCED II reserves the right to extend this timetable as needed once the consultant is chosen and a contract has been negotiated. Funding for this project shall not exceed \$37,000.

SELECTION CRITERIA

CCED II anticipates selecting a consultant from the respondents to this Request for Qualifications (RFQ) with whom we will negotiate a contract for preparing the Master Plan. The selection process will include the following considerations:

Category	Points
1. Technical capabilities and specialized knowledge to perform the work.	10
2. Past performance on similar types of projects	10
3. Familiarity with design standards, practices and coordination with SC Department of Transportation on similar nature projects	10
4. Experience with alternative funding strategies for these type projects	10
5. Proposed approach to the development of the plan. (3 examples are required)	10
Maximum Score	50

Each evaluation element is worth 10 points for a total score of 50 points. Respondents should prepare written materials in support of the criteria for which the RFQ will be evaluated.

GENERAL CONDITIONS

A) Abandonment or Delay: If the work to be done under this contract shall be abandoned or delayed by the Offeror, or if at any time CCEDC II shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Offeror, CCEDC II may annul the contract or any part thereof if the Offeror fails to resolve the matter within thirty (30) days of written notice.

B) Offeror's Cooperation: The Offeror shall maintain regular communications with Philip Slayter and shall actively cooperate in all matters pertaining to this contract.

C) Responsibility: The Offeror shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.

D) Hold Harmless: All respondents to this bid shall indemnify and hold harmless CCEDC II and any of their officers and employees from all suits and claims alleged to be a result of this proposal. The issuance of this proposal constitutes only an invitation to present a proposal. CCEDC II reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this bid. CCEDC II also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.

In the event that this proposal is withdrawn or the project canceled for any reason, CCEDC II shall have no liability to any respondent for any costs or expenses incurred in connection with this proposal or otherwise.

E) Colleton County Procurement Policy: The proposal is subject to the provisions of the Colleton County Procurement Ordinance and any revisions thereto, which are hereby incorporated into this proposal in their entirety except as amended or superseded within.

F) Failure to Submit All Mandatory Forms: Failure to submit all the mandatory forms from this proposal package shall be just cause for the rejection of the qualification package. However, CCEDC II reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

G) Failure to Deliver Goods in Accordance with Terms & Conditions: In case of failure to deliver goods in accordance with the contract terms and conditions, CCEDC II, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.

H) Debarment: By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on any contracts by any agency or subdivision of the State of

South Carolina, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency or subdivision of the State of South Carolina.

I) Termination of Contract

1. Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the offeror.

a. Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then CCEDC II shall negotiate reasonable termination costs, if applicable.

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

c. CCEDC II shall be obligated to reimburse the Offeror only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

2. Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time Not forthcoming, through the failure of CCEDC II to appropriate funds, discontinuance or material alteration of the program under which funds were provided, CCEDC II shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by CCEDC II and the Offeror, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.

J) Governing Laws: Any contract resulting from this bid shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.

K) Bonds: Payment and Performance Bonds are not required for this bid.

L) Insurance: CCEDC II will require the following remain in force at all times through the life of the contract:

Insurance requirements – CCEDC II will require the following remain in force at all times through the life of the contract:

- Professional Liability Insurance – Minimum \$1,000,000.00 Proof of in force insurance must be provided in the response to the RFP
- Other insurances:
- Workers' Compensation - \$100,000 – each accident
 - Statutory Coverage and Employer's - \$100,000 each employee

- Liability - \$500,000 – policy limit
- Comprehensive General Liability -\$1,000,000 – bodily injury each occurrence
 - \$1,000,000 – bodily injury aggregate
 - \$1,000,000 – property damage each occurrence
 - \$1,000,000 – property damage aggregate
- Products – Completed Operations - \$1,000,000 – aggregate
- Business Auto Liability – Same as Comprehensive General Liability
- Excess or Umbrella Liability - \$1,000,000

CCEDC II will be named as an “additional insured” party

CCEDC II
REQUEST FOR QUALIFICATIONS

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

MINORITY BUSINESS: Are you a minority business?

► **Yes** (☐ Women-owned / ☐ Disadvantaged) If yes, please submit a copy of your certificate with your response.

► **No** ☐

Mailing Address

Printed Name

City, State, Zip

Title

Date

_____/_____
Telephone Number Fax Number

REMITTANCE ADDRESS

Company Name
Signature (As registered with the IRS)

Authorized

Address

E-Mail Address

City, State, Zip

Fax Number

Telephone Number

Toll-Free Number if available

Federal Tax ID Number

SC Sales Tax Number

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID