



The Lowcountry's Hometown

PO Box 700 | Moncks Corner, SC 29461 | 843.719.7900 | monckscornersc.gov

PROFESSIONAL CIVIL ENGINEERING SERVICES SOLICITATION

Date Issued: January 2, 2024
Procurement Officer: Jeff Lord, Town Administrator
Phone: (843) 719-7910
E-Mail Address: jeff.lord@monckscornersc.gov
Submit Offer By: March 1, 2024, 2:00 P.M.
Questions By: February 16, 2024, 2:00 P.M.
Number Of Copies: One original, three copies; one electronic

Moncks Corner is requesting qualifications from consulting firms interested in providing professional civil engineering services on an “as needed or as assigned” basis in connection with various construction projects, including project/construction design; site surveying; and review of civil site, stormwater, and floodplain plans.

Respondents will be ranked with future projects being assigned to the highest ranked firm with availability.

Responses must be submitted in a sealed envelope with the outside of the package plainly identifying the name and address of the submitting Firm. Outside of envelope must be marked “Professional Civil Engineering Services.” Late, faxed or e-mailed RFQ’s will not be considered.

All questions must be in writing and directed to Jeff Lord, Town Administrator, at jeff.lord@monckscornersc.gov

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:

TOWN OF MONCKS CORNER
ATTN. JEFF LORD
118 CAROLINA AVE
MONCKS CORNER, SC 29461

Moncks Corner is not responsible for lost or misdirected RFQs. The Town reserves the right to reject any or all offers and can waive any technicality in the best interest of Moncks Corner.

ADDENDA: All changes in connection with this RFQ will be issued by the Town in the form of a written addendum available on the Town website, <https://monckscornersc.gov/government/administration>. Signed acknowledgment of receipt of each addendum must be included with submittal.

COMPLETING BID: All information must be legible. Any and all corrections and/or erasures must be initialed.

SIGNING OF QUALIFICATIONS: All submittals must be signed.

LATE SUBMITTALS AND MODIFICATIONS OR WITHDRAWALS: qualifications received after the deadline designated in this document will not be considered. Qualifications may be withdrawn or modified prior to the opening. All such transactions must be submitted in writing and received by the Town prior to the opening.

WAIVING OF INFORMALITIES: Moncks Corner reserves the right to waive minor informalities or technicalities when it is in the best interest of the Town.

INSURANCE: The assigned respondent shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the Town by the respondent, their agents, representatives, employees or sub respondents at their own expense. Proof of coverage shall be submitted prior to entering into the contract and such coverage shall be maintained by the respondent for the duration of the contract period for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

METHOD OF AWARD AND NOTIFICATION: Qualifications will be analyzed and the award made, based on the evaluation criteria for this RFQ, to the most responsive and responsible vendor(s) whose qualifications conform to the specifications, whose qualifications are considered to be the best value in the opinion of the Town and who has the availability to pursue completion of the project in a timely manner.

DISCLAIMER OF LIABILITY: The Town, nor any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

HOLD HARMLESS: The respondent agrees to protect, defend, indemnify and hold the Town of Moncks Corner, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or cause of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof, without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright, (or application for any

thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court will be included in the indemnity hereunder. The respondent further agrees to investigate, handle, respond to provide defense for and defend any such claims, etc. At his/her sole expense and agrees to bear all other cost and expenses related thereto, even if such claim is groundless, false or fraudulent.

LAW GOVERNING: All contractual agreements will be subject to, governed by, and construed according to the laws of the State of South Carolina.

ANTI-DISCRIMINATION CLAUSE: No respondent on this request will in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

MONCKS CORNER IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

A. INVITATION

Moncks Corner is requesting qualifications from consulting firms interested in providing professional engineering services on an “as needed or as assigned” basis in connection with various construction projects, including project/construction design; site surveying; and review of civil site, stormwater, and floodplain plans. Qualifications for building related mechanical, electrical engineering services and geotechnical services are not required. Two or more offerors may be selected to perform professional services. Respondents will be ranked with future projects being assigned to the highest ranked firm with availability.

Qualification Statements must be made in the official name of the firm or the individual under which business is conducted (showing the 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 qualification statement. Qualification Statements must be valid for a minimum of ninety (90) days. This request for Qualification Statements does not commit Moncks Corner to award a contract, to pay any cost incurred in the preparation of Qualification Statements or to procure or contract for the articles of goods or services. Moncks Corner reserves the right to accept or reject any or all Qualification Statements received as a result of this request, to negotiate with any or all qualified offerors, or to cancel in part or in its entirety in this proposal, if it is in the best interest of the Town to do so.

To qualify for consideration, one (1) original plus three (3) printed copies and one (1) electronic copy of your statement must be received by the office designated above before **2:00 PM on March 1, 2024**. It is the sole responsibility of the offeror to see that the qualification is received before the submission deadline. The offeror shall bear all risks associated with delays in the U.S. mail or delivery service. Late statements will not be considered. Statements shall be accepted in person, by U.S. Mail or by private courier service. NO statements shall be accepted via oral or e/mail communication, telephone or fax transmission.

Any requests for clarification or additional information deemed necessary must be directed in writing to Jeff Lord at fax number (843) 719-7902 or emailed to jeff.lord@monckscornersc.gov. Questions must be received before 2:00 pm on February 16, 2024. Any request received after the above stated deadline will not be considered. All changes in specifications shall be in writing in the form of an addendum and furnished to all responders and posted on the Town website.

Restrictions Applicable to Respondents: Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the SC State Ethics Act: After issuance of the solicitation, you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials. Any communication regarding the submission, evaluation, or award must be solely addressed to the Town Administrator.

No information will be released until after all evaluation and negotiations are complete and award is made.

B. QUALIFICATIONS OF RESPONDENTS

Moncks Corner may make such investigation as it deems necessary to determine the ability of the offeror to furnish the required materials and services. The offeror will furnish to the Town all information and data for this purpose as the Town may reasonably request.

Discussions may be conducted with responsible offerors who submit proposals determined to be reasonable susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. While conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

Moncks Corner reserves the right to reject a proposal if the evidence submitted by or the investigation of such offeror fails to satisfy the Town that offeror is properly qualified to carry out the obligations of the Agreement and to deliver the equipment and services described herein.

C. SCOPE OF WORK

The projects may include, but are not limited to:

- Project Design
 - The Town occasionally requires engineered design for projects. Recent projects have included a new fire station, refurbishing an old warehouse into an office for the Public Services Department, gateway signage and construction of recreation facilities.
- Surveying or management of a sub awardee for surveying services
- Plan Review, including Civil Site, Stormwater, and Floodplain
 - The Town does not have a staff engineer, and review capacity is required for our many developments. There are vested rights for approximately 2,700 units across seven developments, with another 1,000 units across four developments proposed. The Town requires independent review of the developer's engineered and as-built drawings to ensure compliance with all applicable regulations.

Two or more offerors may be selected. Services and fees will be mutually determined by Moncks Corner and the offeror for each project.

D. QUALIFICATION STATEMENT SUBMISSION REQUIREMENTS

Qualification Statements will not be accepted from any firm, company, individual, person or party, parent or subsidiary, against which the Town has an outstanding claim, or a financial dispute relating to a prior contractual performance with the Town. Qualification Statements may be withdrawn by offeror prior to, but not after, the time set for the opening. Upon receipt by the Town, the Qualification Statement shall become the property of the Town, without compensation to the offeror, for disposition or usage by the Town at its discretion. This section provides a summary of information to be included in fulfilling the requirements of this RFQ:

1. A brief letter of interest, not to exceed three (3) typewritten pages, describing why your firm is particularly well qualified to perform these services. Include a brief history of your organization, location of office, primary contact information and the name of the person authorized to bind the firm.
2. A brief project description of three (3) relevant projects successfully completed in the past five (5) years in the area of Project/Construction Design.

Furthermore, please outline your experience in the area of surveying and civil site, stormwater, and floodplain review, including any developments

for which your firm has been the plan designer or any municipalities/counties for which you have provided independent review of other firm's work.

Include key personnel, project dates, original budget, completed project cost, reason for cost overrun, and contact information (email and phone number) for owner/project manager. Also include a listing (without details) of ALL South Carolina similar projects in each area of interest completed in the past five years. Preference given to projects located in Moncks Corner or nearby counties.

3. A brief one page resume for key personnel with technical experience and availability in each area of interest. Include professional qualifications and recent similar project experience.
4. Standard Hourly Billing Rates for relevant Employees
5. Acknowledge addendums if any.
6. The Statements of Qualifications shall not exceed thirty (30) pages, including the cover, back page, letters of introduction and table of contents. Clear, external binder pages and tabs shall not be included in the page count.

E. SELECTION CRITERIA

The Town shall assign up to the maximum number of points as stated in this section for each evaluation item to each of the offerors. All assignments of points shall be at the sole discretion of the Town. Offerors who do not meet or comply with the instructions of this RFQ may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Town.

The Town shall have the sole discretion in evaluating both the Qualification Statement and the qualifications of the offerors. The Town reserves the right to reject any and all Qualification Statements and is not bound to accept any Qualification Statements, if the Qualification Statement acceptance is contrary to the best interest of the Town. The Town reserves the right to waive or modify any information, irregularity, or inconsistency in statements received, request modification to statements from any or all offerors during the review process. All Qualification Statements shall be evaluated using the same criteria and scoring process.

The following criteria shall be used by the Town to evaluate the Qualification Statements:

- Evidence of successful completion of similar projects in the past. Provide three (3) relevant projects in the area of project/ construction design and outline your firm's experience in surveying and civil site,

stormwater, and floodplain review. Like projects must have been satisfactorily completed within the past five (5) years. **25 Points**

- Technical capacity and previous experience in areas of interest. Project team employees with specific experience and availability. **20 Points**
- Previous work experience in Moncks Corner or nearby jurisdictions with an emphasis on successful partnerships with other Town and government agencies. **25 Points**
- Geographical location. Local commuting distance. **10 Points**
- Availability of staff to handle both large and small workloads while maintaining high quality and timeliness. **20 Points**

Maximum Points available is 100 Points.

The Town will review and analyze the responses and select top ranked finalists who may be invited to an interview and final written and oral presentation. Offerors who are invited to interview shall bear their own expenses for attending. Moncks Corner will not be responsible for any costs associated with the interviews.

F. SELECTION AND AWARD PROCESS

In the sole discretion of the Town Administrator, based on the selection criteria, the top ranked offerors will comprise the selected pool. The Administrator shall make a recommendation regarding the selection of firms to the Mayor and Town Council who shall have final authority to award the service agreements to the firms in the best interests of Moncks Corner.

G. METHOD OF SELECTING THE FIRM FOR THE INDIVIDUAL PROJECTS

The firms selected from this RFQ will be a selected pool for the Town to go to for engineering services. There is no guarantee of work for firms in the selected pool.

The Town will request a proposal from the highest ranked firm in the selected pool for an individual project as it arises. Proposals will contain a commitment to the Town timeframe and a price for services. If the Town, in its sole discretion, determines that the highest ranked firm has a conflict or lacks sufficient availability to complete the project in a timely manner the Town will request a proposal from the next highest ranked firm. This process will continue until a firm is chosen.

H. AGREEMENT

Any agreement entered into arising from negotiations following this RFQ shall be subject to the following contractual provisions:

1. Term:
The agreement between the selected firms and the Town shall be a two (2) year term. The agreement may be renewed on an annual basis beyond the initial term of the agreement for an additional two years. The agreement may be terminated by either party upon 60 days written notice. In the event a successful firm materially breaches any obligation under this Agreement, the Town may terminate this Agreement upon ten (10) days written notice.
2. Notice:
Any notice to the Town required under this agreement shall be sent by email or mail to Jeff Lord at: jeff.lord@monckscornersc.gov or Jeff Lord, 118 Carolina Ave, Moncks Corner, SC 29461.
3. Agreement and work orders:
The selected firms shall promptly execute a master service agreement incorporating the terms herewith within fourteen (14) days after requested by the Town. No specific project work is to begin prior to acceptance by the Town of a project specific work order. The work order shall serve as the authorization to proceed in accordance with the proposal's specifications and the instructions.
4. Indemnification:
By submitting a Qualification Statement, the selected firm agrees that in the event it is issued a work order, it will indemnify and hold harmless Moncks Corner from contingent liability to others for damages because of bodily injury, including death, that may result from the successful firm's negligent performance under this agreement, and any other liability for damages under which the selected firm is required to indemnify the Town under any provision of the agreement.
5. In performance of this service agreement the selected firm is required to comply with all applicable federal, county and local laws, ordinances, codes and regulations. The firm shall be properly licensed and authorized to transact business in the State of South Carolina.
6. Insurance:
The selected firm shall maintain such insurance as will protect against claims under the Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from

operations under the agreement. Automobile insurance shall cover all vehicles owned, hired or non-owned, operated by/or on behalf of the offeror in performance of this agreement. The selected firm is an independent respondent and is not an employee of the Town.

During the term of this agreement the successful firm shall, at its own expense, carry insurance with minimum coverage limits as follows:

- a. Commercial General Liability in the amount of \$1,000,000 per occurrence and with a \$2,000,000 aggregate
- b. Automobile Liability \$1,000,000 per occurrence
- c. Architects and Engineers Professional Liability in the amount of \$1,000,000 per occurrence and a \$1,000,000 aggregate
- d. Workers' Compensation South Carolina Statutory Limit

Moncks Corner requires all suppliers that provide service on Moncks Corner property to have workers' compensation coverage.

Prior to the start of work, a Certificate of Insurance shall be furnished to the Town Administrator Department as evidence of the existence of such insurance. Certificates shall contain provision for a thirty (30) day prior written notice of cancellation or material change and list Town of Moncks Corner, 118 Carolina Ave, Moncks Corner, SC 29461 as certificate holder and additional insured.

7. Non-discrimination:

In performing the services subject to this RFQ the selected firm agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The selected firm shall comply with all federal and county laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of agreement.

8. Covenant against Contingent Fees:

The selected firm warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement of understanding for a commission or percentage for the purpose of securing business. For breach or violation of this warranty the Town shall have the right to annul the agreement without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission or percentage.

9. Agreement Documents:

The terms, conditions, and specifications of this RFQ and the selected firm's response are to be incorporated, in total, into the agreement. The executed agreement and work order between the Town and the selected firm shall constitute the agreement between the Town and the firm. These documents contain the entire agreement between the Town and the firm.

10. Applicable Law:

The laws of Moncks Corner and the State of South Carolina shall apply, except where Federal Law has precedence. The selected firm consents to jurisdiction and venue in Moncks Corner.

11. Federal, State and Local Laws:

The selected firm assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the firm and their employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

12. Termination for Convenience:

Moncks Corner may terminate for convenience any agreement resulting from this solicitation by providing thirty (30) calendar days advance written notice to the firm.

13. Assignment Clause:

The selected firm will be required to give the Town ninety (90) days' notice in the event of a change in the ownership of this agreement. The Town is under no obligation to continue this agreement with an assignee. No agreement or its provisions may be assigned, sublet, or transferred without the written consent of the Town.

14. Publicity Release: The selected firm agrees not to refer to the award of this agreement in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Town. The firm shall not have the right to include the Town's name in its published list of customers without prior approval of the Town. With regard to news releases, only the name of the Town, type and duration of agreement may be used and then only with prior approval of the Town. The firm also agrees not to publish, or cite in any form, any comments or quotes from the Town Staff unless it is a direct quote from the Town Administrator or his/her designee.

15. Public Record: Moncks Corner is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the Town relating to this Request for Qualifications are subject to requirements of the Freedom of Information Act and may be deemed public records.