

REQUEST FOR QUALIFICATIONS

Environmental Services for the Knobcone Avenue Sidewalk (LPA 02-21) and North Augusta Greenway Extension (LPA 03-21)

The **CITY OF NORTH AUGUSTA (CITY)** requests a letter of interest and a Statement of Qualifications from all interested consulting firms familiar with performing Environmental Services on South Carolina state department of transportation highway construction contracts. The services are requested for the **Knobcone Avenue Sidewalk** and the **North Augusta Greenway Extension** Transportation Alternative Program (TAP) Grant projects. The Knobcone Avenue Sidewalk project includes approximately 2200 linear feet of 5'-wide concrete sidewalk from Pisgah Road to North Augusta High School, within existing SCDOT R/W. The North Augusta Greenway Extension project includes approximately 600 linear feet of 10'-wide asphalt-paved bicycle and pedestrian trail on a former railroad bed from its current terminus in Woodstone Subdivision near Rippling Creek Lane to Mayfield Drive (S-1563).

In the development of the subject projects, the CONSULTANT shall be responsible for NEPA compliance in accordance with 23 CFR Parts 771 and 772, as well as any related, current/latest guidance promulgated by Federal Highway Administration (FHWA), as of the date of executed contract. In addition, the CONSULTANT shall be responsible for compliance with section 404/401 of the Clean Water Act.

The CITY will select one Firm to provide these services. Consultants will be evaluated and ranked based on their score during the selection process.

RFQ information associated with this solicitation is located at the following link:

<https://www.northaugusta.net/business/bids-rfps>

For questions, please contact Thomas Zeaser at (803) 442-5700 or via email at tzeaser@northaugusta.net. Submissions are due no later than 5:00 PM, **June 1, 2021**.

PROFESSIONAL CONSULTANT SERVICES REQUEST FOR QUALIFICATIONS

AGENCY:	City of North Augusta
DESCRIPTION:	Environmental Services for the Knobcone Avenue Sidewalk and North Augusta Greenway Extension
SOLICITATION NUMBER:	
ADVERTISEMENT DATE:	May 10, 2021
CONTRACTS OFFICER (CO):	Thomas Zeaser (803) 442-5700 tzeaser@northaugusta.net
SUBMIT YOUR RFQ TO:	All SOQ's and the letter of interest should be submitted no later than 5:00 PM (EST), <u>June 1, 2021</u> No submittals shall be accepted after the date and time specified.

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A. PURPOSE OF REQUEST:

The **CITY OF NORTH AUGUSTA (CITY)** requests a letter of interest and a Statement of Qualifications (SOQ) from all interested consulting firms familiar with performing Environmental Services on South Carolina state department of transportation highway construction contracts. The services are requested for the **Knobcone Avenue Sidewalk** and the **North Augusta Greenway Extension** Transportation Alternative Program (TAP) Grant projects. The Knobcone Avenue Sidewalk project includes approximately 2200 linear feet of 5'-wide concrete sidewalk from Pisgah Road to North Augusta High School, within existing SCDOT R/W. The North Augusta Greenway Extension project includes approximately 600 linear feet of 10'-wide asphalt-paved bicycle and pedestrian trail on a former railroad bed from its current terminus in Woodstone Subdivision near Rippling Creek Lane to Mayfield Drive (S-1563).

In the development of the subject projects, the CONSULTANT shall be responsible for NEPA compliance in accordance with 23 CFR Parts 771 and 772, as well as any related, current/latest guidance promulgated by Federal Highway Administration (FHWA), as of the date of executed contract. In addition, the

CONSULTANT shall be responsible for compliance with section 404/401 of the Clean Water Act.

The CITY will select one Firm to provide these services. Consultants will be evaluated and ranked based on their score during the selection process.

The CITY will use a one-step evaluation process to select a consultant with which to execute a contract for this Project. The Selection Committee will review responsive, responsible submittals and score based on the technical criteria contained within the RFQ.

Once the Selection Committee finalizes its evaluation, the CO will compile the finalized scores and rank the firms. The CO will recommend the highest ranked firm to the City Administrator. The City Administrator will have final approval.

Cost is NOT a factor in the ranking of consultants to provide services herein. DO NOT include any reference to consultant costs in the RFQ response. Any RFQ response with any discussion of cost will be disqualified. Consultants are advised that this evaluation and selection process is a competition and not simply a prequalification. Note that the method of payment for this contract will be a cost plus fixed fee, specific rates of compensation/unit rates with a contract maximum, or lump sum.

B. SCOPE OF SERVICE:

1. Environmental Services for the Knobcone Avenue Sidewalk

In the development of the subject project, the CONSULTANT shall be responsible for NEPA compliance in accordance with 23 CFR Parts 771 and 772, as well as any related, current/latest guidance promulgated by Federal Highway Administration (FHWA), as of the date of executed contract. In addition, the CONSULTANT shall be responsible for compliance with section 404/401 of the Clean Water Act.

This project includes approximately 2200 linear feet of 5'-wide concrete sidewalk from Pisgah Road to North Augusta High School, within existing SCDOT R/W. The existing roadway is asphalt-paved with concrete curb & gutter. The work involves clearing, grubbing and grading as needed to install the proposed sidewalk behind the existing curb & gutter with no grass strip. Roadway crossings will require ADA-compliant sidewalk ramps and crosswalk pavement markings. Several existing residential driveway aprons will be replaced per SCDOT standard drawings. Approximately 200 linear feet of ≤ 4 v.f. modular block retaining wall with railing will also be installed. For the purposes of this selection, the CITY anticipates construction to begin in July, 2021 and construction time of 3 months. Environmental services are expected to be needed through June, 2021 to assist with project permitting.

Task 1 – NEPA/Environmental

- Perform environmental data collection and evaluation as necessary for permitting of the project. Provide categorical exclusion type environmental documents for SCDOT/FHWA approval in accordance with NEPA and all other applicable standards and guidelines.
- Other tasks may be added as deemed necessary by the CITY.

2. Environmental Services for the North Augusta Greenway Extension

In the development of the subject project, the CONSULTANT shall be responsible for NEPA compliance in accordance with 23 CFR Parts 771 and 772, as well as any related, current/latest guidance promulgated by Federal Highway Administration (FHWA), as of the date of executed contract. In

addition, the CONSULTANT shall be responsible for compliance with section 404/401 of the Clean Water Act.

This project includes approximately 600 linear feet of 10'-wide asphalt-paved bicycle and pedestrian trail on a former railroad bed from its current terminus in Woodstone Subdivision near Rippling Creek Lane to Mayfield Drive (S-1563). The work will require clearing, grubbing and grading as required to prepare the subgrade for the proposed pavement section. The pavement section will generally consist of 6" GABC and 2" HMA. The final cross section will include 2' shoulders of compacted GABC. For the purposes of this selection, the CITY anticipates construction to begin in September, 2021 and construction time of 3 months. Environmental services are expected to be needed through August, 2021 to assist with project permitting activities.

Task 1 – NEPA/Environmental

- Perform environmental data collection and evaluation as necessary for permitting of the project. Provide categorical exclusion type environmental documents for SCDOT/FHWA approval in accordance with NEPA and all other applicable standards and guidelines.
- Other tasks may be added as deemed necessary by the CITY.

C. METHOD OF PROCUREMENT:

This is a qualifications-based selection and the contract will be competitively negotiated. The most qualified of the responsible and responsive consultant firms will be selected for negotiations. This qualification-based selection is based on the Brooks Act (40 U.S.C. 11) and 23 CFR 172.

D. SUBMITTAL FORMAT:

Please submit the following items in a single envelope:

- Five (5) bound paper copies of the SOQ
- One (1) USB flash drive containing the SOQ as a single PDF file.

All questions regarding the scope of work in the RFQ must be submitted by e-mail to the CO or as directed in the RFQ. Questions shall be received a minimum of five (5) business days prior to the date and time that the submittal is due unless otherwise stated in RFQ. No further questions shall be accepted after that time specified. The CITY will strive to place all questions and their answers as an amendment on the City of North Augusta website. The names of the consultant/vendors submitting questions will not be disclosed. Oral explanations or instructions will not be binding.

SOQ formatting requirements: The response shall contain no more than twenty (20) double spaced pages with normal one (1) inch margins, typed on one side only, excluding appendices. Minimum font size shall be 12-point, and the response document page size shall be standard 8.5 inches x 11 inches. The organizational chart may be on a larger paper size up to 11 inches x 17 inches. Tables may be single spaced with a minimum font size of 10-point. Charts, tables, and schedules used to explain or expand on the SOQ narrative are to be included within the twenty (20) pages and shall not be inserted into the appendices. Photo captions and other text that are not part of the narrative paragraphs and tables do not have font limitations. No additional information shall be accepted, including links to external websites, video clips, simulations/visualization embedded within the twenty (20) page narrative. If the response does not conform to these requirements, the proposal may be negatively scored.

The RFQ response must be submitted by the date and time listed in this RFQ.

Responses also must address each of the following proposal content requirements in the same order as listed below. If a consultant does not submit responses to these items, their submittal may be considered non-responsive and returned without further review/evaluation. Consultants are advised that the CITY reserves the right to conduct an independent investigation of any information, including prior experiences, identified in the responses. Consultants are responsible for effecting delivery by the deadline date and

time; late submissions will be rejected without opening. The CITY accepts no responsibility for misdirected or lost proposals. Responses shall be explained and identified within the twenty (20) pages.

E. PROPOSAL CONTENT:

1. Letter of Interest:
 - a. The letter of interest does not count toward the twenty (20) pages of the body of the submitted proposal.
 - b. The Letter of Interest should be no longer than two (2) page and shall contain the following items:
 - i. An expression of the Prime Consultant's interest in being selected for the project.
 - ii. A statement confirming the commitment of key personnel identified in the submittal to the extent necessary to meet the CITY's quality and schedule expectations, and that they are available for the duration of the Project.
 - iii. Provide the email address and the legal name (first, middle and last, (including maiden name, if appropriate) of the Prime Consultant Principal, Officer of the Firm or Project Manager responsible for this contract with the authority to sign the contract for consultant.
 - iv. A summary of key points regarding the Prime Consultant's qualifications.
 - v. Signing the letter of interest constitutes authorization of consultant to submit qualification for the purpose of negotiating and entering a contract with the CITY.
 - vi. Certification of authorized submitter that information contained within is correct by including: "I certify that the information included within this document, is to the best of my knowledge, correct as of the date indicated".
2. Project Organization Chart: - The organizational chart is included as part of the twenty (20) pages. Limited to one (1) side of one sheet of paper. The organizational chart may be on a larger paper size up to 11 inches x 17 inches. This chart must include the legal names (first, middle, maiden if applicable, and last) of the key individuals selected for this project, their roles and the names of the consultant by which they are employed, the lines of communication and functional structure. It must also include the levels of management and reporting relationships for the key Individuals, along with their major functions to be performed in management and design. It shall also indicate the consultants Project Manager who will be point of contact with the CITY's Project Manager for the duration of the contract.
3. Qualifications for key individuals and all other individuals that are considered critical to the success of the project. Qualifications should include information on experience related to similar projects and previous project work.
4. Legal names (first, middle and last, (including maiden name, if appropriate)) for all individuals identified in the proposal. Note: if the legal name is included on the organizational chart that will fulfill the legal name requirement.
5. A direct response to each of the selection criteria identified in section F.
6. The consultant must provide a chart indicating the present workload of all key personnel to include all active projects (concurrent projects with other entities such as cities, other state agencies, counties, COGs MPOs, private sector) and their percentage availability for this project.
7. Prior to contract execution, all consultant firms, key Individuals and all other individuals that are considered critical to the success of the project, shall hold or obtain licenses required for performing work on the Project under state and local laws. Any design reports, plans, and design calculations shall be signed and sealed by an unrestricted Professional Engineer registered in the State of South Carolina.
8. All proposals must clearly list the percentage of work for prime consultant and sub-consultant(s)

that will be performing work as part of the project. Failure to include this information in the proposal may result in the proposal being considered nonresponsive and the proposal will be rejected.

9. Appendices:

- a. A current Standard Form 330 (SF 330) as required by the Federal Acquisition Regulation must be on file with the SCDOT Professional Services Contracting Office. All parts of the SF 330 must be completed in its entirety for the prime consultant, any sub-consultants and any sub-contractors. If current SF 330 is on file with the SCDOT Professional Services Contracting Office then it is not required to submit form with this advertisement proposal; however all sub-consultants and sub-contractors must also be on file. If a current SF 330 is not on file the form must be included with consultant's proposal. SF 330 can be updated at any time with the Professional Services Contracting Office. The SF 330s will not count against the maximum page limit and can be included in the appendices.
- b. Provide a list of References who have personal knowledge of the prime consultant's and the sub-consultant's previous performance. Provide three (3) client references each for both the prime and the sub-consultant(s). The references must include verified addresses, email addresses and telephone numbers, contact persons, and a brief description of services that have been provided similar to those described by SCDOT for this project. References shall be shown on separate sheets (limited to one (1) single-sided sheet; one sheet for the prime and one sheet for each sub proposed).
- c. Provide a list of References who have personal knowledge of each Key Individual previous performance. Provide three (3) client references for the Key Individuals. The references must include verified addresses, email addresses and telephone numbers, contact persons, and a brief description of services that have been provided similar to those described by SCDOT for this project. References shall be shown on separate sheets (limited to one (1) single-sided sheet).
- d. Size and description of the submitting prime consulting firm. Identify the needed resources specific to this project and how those resources will be secured for the project.
- e. **No additional appendices, information or sections to the appendices will be accepted.**

F. SELECTION CRITERIA AND EVALUATION PROCESS:

A selection committee comprised of subject matter experts will be established by the CITY to review the RFQ responses and score the firms based on the technical criteria provided in the RFQ. The selection committee will receive copies of each responsive RFQ response submitted and will review and draft preliminary scores based on the technical selection criteria. The selection committee will then meet to discuss the SOQs and determine if interviews are necessary. If interviews will not be conducted, members finalize their individual scores and submit them to the Contract Officer (CO). If the selection committee determines interviews are necessary prior to selection, the committee will develop the format for the interviews which will be used to refine and fill in gaps from their preliminary scoring. Upon conclusion of the interviews, the committee will reconvene to discuss the interviews and finalize their individual scores.

Consultants are advised that the CITY may use all information provided by the consultant and information obtained from other sources in the assessment of past performance and quality of past performance, including SCDOT Consultant Performance Evaluation (CPE) Scores. Past performance information on contracts not listed by the consultant, or that of named subcontractors, may also be evaluated. The CITY may contact references other than those identified by the consultant and information received may be used in the evaluation of the consultant's past performance. While the CITY may elect to consider information obtained from other sources, the burden of providing current, accurate, and complete past performance

information rests with the consultant. The criteria with relative point value shown below will be the basis for the submitted proposal evaluation and score.

Criteria 1	40%	Experience, qualifications and technical competence of CE&I staff
Criteria 2	30%	Past performance of the project team on similar projects
Criteria 3	20%	Team's understanding of the requirements of this project and project approach
Criteria 3	10%	Availability of proposed staff and ability to be responsive to CITY requirements

G. FINAL SELECTION AND NOTIFICATION:

The CO will compile the finalized scores, rank the firms, and send the list of ranked firms to the City Administrator with a recommendation to begin contract negotiations with the highest ranked firm. The City Administrator may approve entering into contract negotiations with the top ranked firm, or reject the selection altogether (in which case the project may be re-solicited).

The intent is to enter into a contract with the top firm pending successful negotiations. All awards will be posted on the CITY website.

H. TIE BREAKER:

Final evaluation scores are determined from the average of the voting selection committee member's scores. Final scores will be rounded to the nearest whole number. In the event of a tie, final scores will be extended to the hundredth (2 decimal points) to determine the higher ranked firm. In the event scores are still tied the order of negotiation among the tied firms will be determined by a random drawing of the tied firms' names. The first firm drawn will be considered the highest ranked firm, with the next firm drawn deemed as number two in the order and so forth.

I. INSTRUCTIONS TO CONSULTANTS:

ADDITIONAL INFORMATION: The CITY reserves the right to request or obtain additional information about any and all responses to the RFQ.

AMENDMENT: Any amendment will be posted at the City of North Augusta website. The RFQ may be amended at any time prior to the RFQ response submittal date. All actual or prospective consultants should monitor the City of North Augusta website for issuance of amendments. Consultants shall acknowledge receipt of any amendment to this RFQ (1) by signing and returning the amendment, (2) by letter; or (3) by submitting a RFQ response that indicates in some way that the consultant received the amendment. If this RFQ is amended, all terms and conditions which are not modified remain unchanged. It is the consultant's responsibility to check the website regularly for updates and modifications.

AUDITS: Prior to contract award, an audit may be conducted by the CITY of the selected consultant. This audit will be for the purpose of ensuring the selected firm is financially capable of performing the contract, the cost information and prices quoted are reasonable and the selected consultant has adequate accounting practices to ensure accurate tracking of contract costs.

AUTHORIZATION TO BEGIN WORK: No work shall commence until after contract execution and issuance of a Notice to Proceed (NTP). Violations of NTP may result in non-payment of work performed, termination of an impending contract, or loss of federal funds, if applicable. Consultant billing shall not date prior to contract and/or modification of execution date.

AWARD: Contract award will occur after successful negotiations with the selected firm are reached. All selected firms and awards will be posted on the CITY website. Award will be made to the top ranked firm

that has successfully negotiated a contract.

CERTIFICATION FORMS: Submission forms located in 'Appendix A' of this document must be completed, signed, and notarized and submitted with the RFQ response for the Prime and each Sub-consultant(s) or Sub-contractor(s). Failure to submit these forms may result in the RFQ response being deemed nonresponsive.

CLARIFICATIONS: The CITY, at its sole discretion, shall have the right to seek clarifications from any consultant to fully understand information contained in their responses to the RFQ.

COMMUNICATION: Effective the date of the advertisement of this contract, no further contact is allowed with any CITY personnel concerning this project except for questions of an administrative or contractual nature that shall be submitted in writing to the attention of the CO. This restriction is in effect until the selection has been announced. The employees of the proposing consultant may not contact any CITY staff including members of the Selection Committee, other than the CO to obtain information on the RFQ. Such contact may result in disqualification.

CONFLICT OF INTEREST: By submitting a proposal, proposer agrees that, if an organizational conflict of interest (real or apparent) is discovered after the proposal is submitted, the proposer must make an immediate and full disclosure to the CITY that includes a description of the action that the proposer has taken or proposes to take to avoid or mitigate such conflict. At the CITY's discretion, the CITY may reject the proposal as non-responsive due to the conflict of interest notwithstanding proposer's mitigation efforts. The CITY considers it a conflict of interest for a consultant to represent more than one party in relation to any given project regardless of which phases of the service are involved. If proposer fails to disclose a conflict of interest, the CITY may reject the proposal as non-responsive. If after award of the contract an organizational conflict of interest is determined to exist, the CITY may, at its discretion, cancel the contract. If the proposer was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the CITY, then the CITY may terminate the contract for default. Consultant must complete and submit a DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION certifying it does not have any financial or other interest in the outcome of the project, that it has no agreement, enforceable promise, or guarantee with any individual or company to provide any work on the project, that it does not have any association or professional or business relationships with anyone who has a financial interest in the outcome of the project, nor does anyone with a financial interest in the outcome of the project, exercise any control over the consultant's pay, employment, bonuses, or other area subject to external influence.

CONFLICT OF INTEREST (NEPA): For all Environmental Impact Statement (EIS) and Environmental Assessment (EA) consultant selections, a DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION will be required from each firm of the project team (prime and all sub-consultants). Consultants will be required to disclose any financial or other interest they may have in the outcome of the environmental document, in accordance with Council on Environmental Quality Regulation, 40 C.F.R.§1506.5(c) (1999). The DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION is included in the Appendix to this RFQ.

COST RATE: Consultants and sub-consultants must have an SCDOT approved indirect cost rate prior to contract execution. Please refer to the following link for additional information:

<http://www.scdot.org/business/ae-consultants.aspx>

DEBARMENT CERTIFICATION: Federal regulations require certification by prospective consultants as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments. Consultant is required to submit the Debarment certification with its RFQ response. Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including sub-consultants currently debarred or suspended by the federal government are ineligible to participate in Federal – funded project. Any prospective consultant knowingly allowing any person disqualified, debarred

or suspended pursuant to S.C. Reg. 63-306 or by any other state governmental or regulatory agency to serve as a subconsultant or supplier or to play any other role under any contract with the CITY without prior written authorization from the CITY may be disqualified. Certifications of primary consultants and lower tier entities regarding debarment, suspension, and other responsibility matters are included in the Appendix to this RFQ.

DEBRIEFING: If a non-selected consultant would like to schedule a debriefing, consultant will have three (3) working days from the date of notification of non-selection. Only written requests (emails are acceptable) for a debriefing will be scheduled. If a consultant chooses to schedule a debriefing prior to contract signature, they can no longer be considered for award of this contract. However, the option exists to schedule a post-award debrief which will not jeopardize their opportunity for contract award should negotiations with the selected firm(s) prove unsuccessful.

DRUG FREE WORK PLACE CERTIFICATION: By submitting an RFQ response, consultant certifies that, if awarded a contract, consultant will comply with all applicable provisions of the Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

ETHICS CERTIFICATION: By submitting this RFQ, the consultant certifies that the consultant has and will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - §8-13-790, 8-13-705, 8-13-720; (b) Recovery of kickbacks - §8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - §8-13-720, (d) Use or disclosure of confidential information - §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, §8-13-760 and §8-13-725. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision.

INSURANCE and BONDS: Consultant is responsible to obtain all required statutory and contractual insurance and bonds, including but not limited to Workmans Compensation insurance, Professional liability insurance and Error and Omissions insurance, and shall be submitted to the CITY prior to execution of contract.

JOINT VENTURES: If consultant is a partnership, limited partnership, joint venture or other association (hereinafter joint venture), provide a copy of the organizational document or agreement committing to form the organization. Provide documentation from its surety company acknowledging the formation of a joint venture for the purpose of completing the project and that the joint venture is capable of obtaining a performance bond and payment bond in the estimated amount of the contract. Provide a statement executed by all general partners, joint venture members, or other association members, as applicable, evidencing agreement to be fully liable for the performance under the contract. Provide documentation evidencing the person signing the contract has authority to sign the contract on behalf of the joint venture. This information may be included in the appendices and will not be counted against the maximum page limitation.

KEY INDIVIDUALS: Key individuals are those personnel deemed critical to the success of the project. They often vary from project to project. It is incumbent on the prime consultant to make a determination as to who they deem "key". In general terms, it can include, but not limited to: the project manager and those individuals listed as leads for each functionally specific discipline on the project organization chart.

KEY INDIVIDUAL CHANGES DURING SELECTION PROCESS:

(A) Failure of the Prime Consultant to notify the CITY of any changes in key personnel may render the Submittal for this Request for Qualifications non-responsive and subject to rejection. The CITY reserves the right to seek clarifications to confirm unavailability.

(B) If during the selection process, the CO is notified by the consultant that key individuals are not available, action must be taken as follows: (1) if notified before scoring is complete, but after deadline for submittal, the consultant shall submit the formal name (first, middle, maiden if applicable, and last) and resume of a replacement having equal or better qualifications who would be replacing the key individual. The selection committee will score using the new key individual; (2) if notified after the scoring is complete, but prior to

final approval, and the change involves the top scoring consultant, the consultant can submit the resume of the person having equal or better qualifications who will replace the key individual. The selection committee must then determine if the new person would affect the selection results. If not, the CO will notate the change and the justification for keeping the selection results. If it does, the selection committee will re-score the top consultant and change the selection; or (3) if a consultant notifies the CO of a key individual change any time after the final approval, the CITY must determine if the new key individual is acceptable. If not, the consultant will be rejected and the next highest qualified consultant selected.

(C) To qualify for the CITY's authorization to replace a key individual, the firm must submit the resume and SF 330 of the replacement, a written request explaining the reason for the change and must document that the proposed removal and replacement will provide services and/or management of the Project equal to or better than that submitted with the proposal. The CITY will use the criteria specified in the advertisement and the qualification submitted by the firm to evaluate all requests. The CITY reserves the right to reject the firm from further consideration if the new member is not approved.

KEY INDIVIDUAL CHANGES AFTER AWARD THIS SOLICITATION: All key individuals identified in the submitted proposal shall remain for the duration of the procurement process and if the Prime Consultant is awarded a contract, the duration of the contract. Unauthorized changes to the key individuals at any time during the procurement process may result in rejection of the submitted proposal from further consideration. If the Prime Consultant is awarded a contract, unauthorized changes to any key individuals in the submitted proposal may be considered a breach of contract and result in termination.

LAWS AND REGULATIONS: It is the responsibility of consultant to know and understand state and federal contracting and project regulations, rules, policies and procedures. Consultants shall conform to all state and federal requirements.

LEGAL NAME: This is defined as an individual's formal name: first, middle, maiden if applicable, and last. Nick names may be included as an addition to, but not a replacement of the formal, legal name.

MULTIPLE PROPOSALS: Consultants are prohibited from submitting on multiple proposals as the prime consultant in response to this advertisement.

OWNERSHIP: All materials and written qualifications submitted pursuant to this RFQ shall become the property of the CITY and will not be returned. All responders must visibly mark as "CONFIDENTIAL" or "TRADE SECRET" each part of their submission that they consider to contain proprietary information the release of which would constitute an unreasonable invasion of privacy. For every document consultant submits in response to or with regard to this RFQ, consultant must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that consultant contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) confidential proprietary information, as that phrase is used in Section 30-4-30(a)(5)(c). For every document consultant submits in response to or with regard to this RFQ, consultant must separately mark with the words "TRADE SECRET" every page, or portion thereof, that consultant contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. **All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark the entire Proposal as confidential or proprietary. If your response, or any part thereof, is improperly marked as confidential or trade secret, consultant waives its confidentiality and the CITY may, in its sole discretion, determine if it should be released.** All unmarked pages will be subject to release in accordance with law. By submitting a response, consultant agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that consultant marked as "confidential" or "trade secret".

SUBMITTING REDACTED PROPOSALS: If your proposal includes any information that you marked as

“Confidential,” or “Trade Secret,” in accordance with the clause entitled “OWNERSHIP”, you must also submit one complete copy of your proposal from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If you are the selected to proceed to contract negotiation, any document you provide to the CITY during negotiation shall be submitted along with a redacted version. Failure to redact any information from the proposal during the negotiation may subject the information to disclosure under FOIA.

PREPARATION OF RFQ: Consultants and/or sub-consultants who assist the owner in the preparation of a RFQ document will not be allowed to participate in this RFQ or join a team submitting a proposal in response to the RFQ. However, the CITY may determine there is not an organizational conflict of interest for a consultant or sub-consultant where: (a) The role of the consultant or sub-consultant was limited to provision of preliminary design, reports, or similar “low-level” documents that will be incorporated into the RFQ, and did not include assistance in development of instructions to proposer or evaluation criteria, or (b) Where all documents and reports delivered to the agency by the consultant or sub-consultant are made available to all consultants.

REQUIRED PERCENTAGE OF WORK FOR PRIME CONSULTANTS: Consultant must perform work valued at not less than 30% of the total work, excluding specialized services, with its own staff. Specialized services are those services or items not usually furnished by a consultant performing a particular type of services requested.

RESPONSIBLE: Award of the contract will be to firms who have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance which may be substantiated by past performance.

RESPONSIVENESS: Any RFQ response which fails to conform to the material requirements of the RFQ may be rejected as nonresponsive. Reasons for determining a proposal to be non-responsive may result from, but are not limited to, the following: failure to provide all information requested in RFQ, conflict of interests, conditional proposals, and failure to provide complete and honest information. Proposers will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be clarified or waived at the sole discretion of the CITY.

SOQ PREPARATION COSTS: The CITY assumes no liability and will not reimburse costs incurred by firms (whether selected or not) in developing responses to this RFQ or participating in interviews.

RIGHT TO MODIFY and AMEND RFQ: The CITY reserves the right to modify or amend any provision of this RFQ, including the determination of its intent to award a contract pursuant to this RFQ. Interested engineering consultants are cautioned to rely solely on the contents of this RFQ and subsequent written amendments in preparing any list of qualifications. The CITY shall not be bound by any oral instructions, comments, or recommendations of any kind.

RIGHT TO REJECT: The CITY reserves the right, in its sole discretion, to reject any and all RFQ responses if the CITY determines that such rejection is in the best interest of the City of North Augusta.

RIGHT TO CANCEL: The CITY reserves the right to cancel the advertisement, negotiations, or contract at any time in the best interest of the State.

TERMS OF CONTRACT: The boilerplates terms for all CITY contracts are non-negotiable.

VALIDITY OF INFORMATION: Consultant shall be held responsible for the validity of all information supplied in its proposal, including that provided by potential subcontractors. Should subsequent investigation disclose that the facts and conditions were not as stated, the proposal may be rejected or

contract terminated for default if after award, in addition to any other remedy available under the contract or by law.

J. APPENDIX - REQUIRED FORMS

The following completed forms are required to be returned with each proposal:

- Certificate Of Non-Collusion
- Certification Of Primary Consultant Regarding Debarment, Suspension, And Other Responsibility Matters
- Certification Of Lower Tier Entities Regarding Debarment, Suspension, And Other Responsibility Matters
- Certification Of Restrictions On Lobbying
- Certification Of Consultant
- Disclosure Of Potential Conflict Of Interest Certification

CERTIFICATE OF NON-COLLUSION

By submission of proposal, each person signing on behalf of any consultant certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The proposal is submitted without collusion, consultation, communication, or agreement for the purpose of restricting competition, with any other bidder or with any competitor;
- 2) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Company Name

Signature of Authorized Official

Printed Full Legal Name of Authorized Official

Date

SWORN AND SUBSCRIBED before me
this _____ day of _____, 202 ____.

My commission expires _____.

Notary Public

CERTIFICATION OF PRIMARY CONSULTANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prime consultant, _____ certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency;
- 2) 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property;
- 3) 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 (2) of this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

If the prime consultant is unable to certify to any of the statements in this certification, the consultant shall attach an explanation to this certification.

The certification will be considered in connection with a review of the consultant’s responsibility. Failure of the consultant to furnish additional information as requested by the CITY may render the consultant non-responsive.

Consultant shall provide immediate written notice to the CITY if, at any time prior to contract award, Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The certification is a material representation of fact upon which reliance was placed when making award. If it is later determined that the consultant knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the CITY may terminate the contract resulting from this RFQ for default.

The primary consultant, _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq, are applicable thereto.

Company Name

Signature of Authorized Official

Printed Full Legal Name of Authorized Official

Date

CERTIFICATION OF LOWER TIER ENTITIES REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The lower tier entity, _____ certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency;
- 2) 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) 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 (2) of this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

“Lower tier entity”, for purpose of this certification, means an entity regardless of tier, other than the prime consultant, that is a subcontractor, supplier, fabricator, subconsultant, dealer, agent or representative in any transaction or performance of this contract.

If the lower tier entity is unable to certify to any of the statements in this certification, the lower tier entity shall attach an explanation to this certification.

The certification will be considered in connection with a review of the prime consultant’s responsibility. Failure of the lower tier entity to furnish additional information to prime consultant as requested by the SCDOT may render the prime consultant non-responsive.

Consultant shall provide immediate written notice to the SCDOT if, at any time prior to contract award, Consultant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The certification is a material representation of fact upon which reliance was placed when making award. If it is later determined that the prime consultant or lower tier entity knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the SCDOT may terminate the contract resulting from this RFQ for default.

The lower tier entity, _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 *et seq.*, potential cause of action under the False Claims Act as specified in 32 U.S.C. 3729- 3733, and prosecution for making a false statement as specified in 18 U.S.C. 1020, are applicable thereto.

Company Name

Signature of Authorized Official

Printed Full Legal Name of Authorized Official

Date

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The consultant certifies, to the best of its knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress 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 thereof.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)).

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE CONSULTANT, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE CONSULANT UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Company Name

Signature of Authorized Official

Printed Full Legal Name of Authorized Official

Date

CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of CONSULTANT and that neither I nor the above CONSULTANT I here represent has:

- a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract;
- b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any);
- d) either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted proposal.

By execution of this Agreement, CONSULTANT certifies CONSULTANT and all sub-consultants, contractors, employees and agents will comply with South Carolina’s Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - §8-13-790, 8-13-705, 8-13-720; (b) Recovery of kickbacks - §8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - §8-13-720, (d) Use or disclosure of confidential information - §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, §8-13-760 and §8-13-725. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision.

I acknowledge that this certificate is to be furnished to the Department, the Federal Highway Administration, and the U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

Company Name

Signature of Authorized Official

Printed Full Legal Name of Authorized Official

Date

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

CONFLICT OF INTEREST: By submitting a proposal, proposer agrees that, if an organizational conflict of interest is discovered after the proposal is submitted, the proposer must make an immediate and full disclosure to the CITY that includes a description of the action that the proposer has taken or proposes to take to avoid or mitigate such conflict. If after award of the contract an organizational conflict of interest is determined to exist, the CITY may, at its discretion, cancel the contract. If the proposer was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the CITY, then the CITY may terminate the contract for default.

The Consultant by signing this disclosure, certifies it does not have any financial or other interest in the outcome of the project, that it has no agreement, enforceable promise, or guarantee with any individual or company to provide any work on the project, that it does not have any association or professional or business relationships with anyone who has a financial interest in the outcome of the project, nor does anyone with a financial interest in the outcome of the project, exercise any control over the consultant’s pay, employment, bonuses, or other area subject to external influence.

Consultant hereby indicates that it has, to the best of its knowledge and belief has:

_____Determined that no potential organizational conflict of interest exists.

_____Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

1. Describe nature of the potential conflict(s):
2. Describe measures proposed to mitigate the potential conflict(s):

Signature of Authorized Official

Date

Print Full Legal Name of Authorized Official

Company Name

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure certification with Department of Transportation contract personnel.

Name

Phone

Company