



**THE TOWN OF SUMMERVILLE  
REQUEST FOR PROPOSALS  
Summerville Historic District Design Guidelines Project**

**Closing Date and Time:  
November 26<sup>th</sup>, 2018 - 5:00 p.m.  
Contract Award: November 30<sup>th</sup>, 2018**

The Town of Summerville, South Carolina is soliciting proposals from consulting firms specializing in historic preservation or a related field. The selected proposal will assist the Town with developing Design Guidelines for the Historic District. This project is funded, in part, by a grant from the U.S. Department of the Interior, National Park Service, and administered by the South Carolina Department of Archives and History. The Historic District Design Guidelines will also assist and support the Town's existing and projected regulatory plans and ordinances including the Comprehensive Plan, Vision Plan, Zoning Ordinance and proposed Unified Development Ordinance.

**SELECTION CRITERIA**

1. Professional Qualifications – up to 30 points maximum
2. Proposed Methodology and Scope of Work– up to 30 points maximum
3. Management Plan and Timetable – up to 30 points maximum
4. Cost of Project- up to 10 points maximum

Proposals must be submitted to: Attn: Meredith Detsch, Planner II, Planning Department, Town of Summerville, 200 South Main Street, Summerville SC, 29483 in a sealed envelope clearly marked, “**Historic District Design Guidelines**”. Submit one (1) original and four (4) copies of the proposal as well as a digital copy either as a CD-ROM, USB drive or email the digital copy to [mhdetsch@summervillesc.gov](mailto:mhdetsch@summervillesc.gov)

Offers by telephone or fax will not be accepted. Respondents are cautioned that they are responsible for delivery of the proposals to the correct address listed above. This office will not be responsible for deliveries made to any place other than the specified address. It is the sole responsibility of the bidder to ensure their proposal reaches the Town in a timely manner. The Town shall not be responsible for late deliveries or mail delays.

**PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.**

***November 26<sup>th</sup>, 2018 - 5:00 p.m.***

For further information, contact Meredith Detsch at the above address, email, or by telephone at (843) 851-4223.

**SELECTION CRITERIA:**

Potential consultants shall provide proof of these qualifications as well as examples of similar work completed. The Town will evaluate proposals and select the consultant based on the following criteria:

A) Professional Qualifications:

Proposals will be evaluated for the consultant’s relevant educational background in history, architecture, architectural history, or historic preservation, as well as demonstrated experience creating design guidelines and experience working with local design review boards and commissions. Personnel involved with managing and directing the project should have one of the following: a graduate degree in architectural history, art history, historic preservation, or closely related field; or, a bachelor’s degree in architectural history, art history, historic preservation or closely related field plus at least two years of professional experience in historic preservation. Resumes of key personnel and examples of previous projects are required to be submitted.

B) Proposed Methodology and Scope of Work:

Proposals will be evaluated on the stated approach to the work demonstrating the basic understanding of the requirements of the project. A detailed description of work tasks associated with each phase of the work, a preliminary assignment of key personnel and the timeframe associated with each task. The proposal must demonstrate that the consultant understands the requirements of the Town of Summerville and SCDAH.

C) Management Plan and Timetable:

Proposals will be evaluated for the consultant’s stated approach to managing the project, giving appropriate attention to project tasks, and the overall proposed timetable for the project.

D) Cost of Project:

Proposals will be evaluated based in part on the overall cost for the project. An itemized list of all proposed direct expenses for the project including: travel, per Diem expenses, printing, etc. The consultant’s proposal shall be the total cost as a lump sum.

The proposal must include all information requested in the RFP. Failure to do so may be cause for rejection of the proposal. The Town reserves the right to reject any or all proposals and to award the contract based on the established criteria and according to the proposal that best serves the interest of the Town.

**SCOPE OF WORK**

The proposed consultant will be responsible for but not limited to the following:

A. Initial Meeting with City and Public Meetings

Town staff will schedule a meeting with the consultant before work begins to discuss the scope of work, methodology, schedule, data formatting issues, and other matters as necessary. All work associated with this request will be subject to review and approval by SCDAH.

Town staff will also schedule an initial public meeting with the consultant to introduce the project to the public and receive public comment. This may be part of a regularly scheduled Board of Architectural Review meeting or a separate public meeting specifically for this purpose.

The Consultant will be required to make a public presentation to summarize the final approved design guidelines.

The Consultant will be required to conduct a training workshop on use and application of the design guidelines specifically for Town staff and members of the Board of Architectural Review.

B. Design Guidelines

The consultant will tour the historic district in order to understand the issues and architectural styles of Summerville.

The consultant will recommend appropriate formats for the design guidelines, allowing for future updates as needed.

The Town will choose a format and authorize the consultant to precede with the design guidelines.

The document produced by the consultant will include guidelines that assist the Town of Summerville's Board of Architectural Review and property owners in determining appropriate design for rehabilitation of existing buildings and appropriate design for new buildings proposed for construction within the historic district. Illustrations, a combination of photographs and drawings, may include both local and national examples to accompany text to show examples of appropriate and inappropriate design choices for the district.

The Town of Summerville and SCDAH will review a draft of the design guidelines. The Board of Architectural Review and the public will also be afforded the opportunity to review and comment on the draft document which shall be considered in finalizing the document. The consultant will address all review comments in the final draft.

**FINAL PRODUCTS**

The consultant will provide the Town with ten (10) bound copies of the final Design Guidelines, plus one unbound security copy. The Design Guidelines should also be provided in digital format so that the Town may make future additions or changes. The consultant will also provide SCDAH with three bound copies, one unbound copy, and one digital copy.

## **RESPONSE TO REQUEST FOR PROPOSAL**

The response to this RFP shall contain the following elements:

- Statement of Understanding of Scope
- Qualifications of personnel and their role in the project
- Schedule (project must be completed by September 2019)
- Cost estimate

## **TYPE OF CONTRACT**

The Town intends to sign a lump sum contract with one consulting firm for the outlined services. To the extent that firms choose to make joint proposals, one firm must be designated the lead firm to sign the contract and be the point of contact with the Town. The Town reserves the right to reject any or all proposals and to waive minor informalities and technicalities to make a selection, if any, based solely on the best interests of the Town. Any contract entered will require the incorporation of the terms and conditions stated in this Request for Proposal.

## **PREPARATION OF PROPOSAL**

All proposals should be complete and carefully worded and must convey all the information requested by the Town. Applicants will be scored by a staff panel, pursuant to the selection criteria listed on page 1 and explained on page 2.

## **QUESTIONS**

Every effort has been made to ensure that all information needed by interested firms is included herein. If a firm finds that it cannot complete a proposal without additional information, it may submit questions, in writing, to the Town of Summerville Representative. No negotiations, decisions or actions shall be initiated by any firm or potential firm as a result of any verbal discussion with any Town of Summerville representative or employee.

All questions in connection with this proposal shall be directed to the Town of Summerville Representative: Meredith Detsch, 200 South Main Street, Summerville, SC 29483, [mhdetsch@summervillesc.gov](mailto:mhdetsch@summervillesc.gov)

**The deadline for question submittal will be 5:00 p.m. on Friday November 16<sup>th</sup>, 2018.**

## **PROFESSIONAL LIABILITY COVERAGE**

The firm shall submit with its proposal evidence that it has or can obtain professional liability coverage in an amount not less than one million dollars and that said coverage includes, but is not limited to the scope of work.

### **TIMEFRAME**

Selection of the consultant will be completed by November 30<sup>th</sup>, 2018. A draft of the design guidelines shall be submitted by the consultant not later than June 24<sup>th</sup>, 2019, and the final draft of the design guidelines shall be completed not later than August 26<sup>th</sup>, 2019. The required final public meeting and training workshop shall be conducted not later than September 3<sup>rd</sup>, 2019.

### **TERMINATION BY THE TOWN**

The project is funded, in part, by a grant from the U.S. Department of the Interior, National Park Service, administered by the South Carolina Department of Archives and History (SCDAH). In the event no funds or insufficient funds are appropriated and made available for payments due to any contract entered, then the Town shall immediately notify the firm of such occurrence, and this contract so entered shall create no further obligation of the Town as to such current or succeeding fiscal year and shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, any contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the Town of any kind whatsoever. No right of action or damages shall accrue to the benefit of the firm as to that portion of any contract entered that may so terminate. The Town shall provide the successful firm with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described immediately above, the firm shall not prohibit or otherwise limit the Town's or the State's right to pursue and contract for alternate solutions and remedies as deemed necessary by the Town or the State for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend any contract entered.

### **APPROVAL OF USE OF NAMES**

The firm shall not have the right to include the Town names in its published list of customers without prior approval. With regard to news releases, only the name and duration of contract may be used and then only with prior approval of the Town. The firm agrees not to publish or cite in any form any comments or quotes from the Town Council members, officials or staff. The firm further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by the Town.

### **COMPLIANCE WITH CODES, ORDINANCES, INDUSTRY STANDARDS**

During the term of any contract entered, it shall be the firm's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards. The contracted firm will also be held professionally liable for the work of any utilized subcontractors and shall provide assurances that such personnel will devote sufficient time to properly carry out the designated scope of project work.

**The firm and any and all subcontractors of the firm shall have a Town of Summerville business license before work begins. In addition, the selected firm will be required to**

**submit form W-9 and a Certificate of Liability Insurance with the Town of Summerville listed as the Certificate Holder before work begins or any payment is rendered.**

**ASSIGNMENT**

No contract or its provisions may be assigned, sublet or transferred without the written consent of the Town.

**SAFETY PRECAUTIONS**

The Town assumes no responsibility with respect to accidents, illness or claims arising out of any work undertaken with the assistance of funds paid under the contract. The firm shall take necessary steps to insure or protect itself and its personnel. The firm agrees to comply with all applicable local, state, and federal occupational and safety acts, rules and regulations. The Town will require proof of Worker's Compensation coverage prior to the commencement of project work.

**EMPLOYMENT OF PERSONNEL**

In all hiring or employment made possible by or resulting from the contract and in accordance with 45 CFR Parts 12, Section 12.510, 90 and 91 (1990), the firm agrees that:

- a) Neither the consultant nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) There shall be no discrimination against any employee or applicant for employment because of handicap, age, race, color, religion, sex, familial status or national origin, and
- c) Affirmative action shall be taken to insure that applicants are employed, and that
- d) Employees are treated during employment without regard to their handicap, age, race, color, religion, sex, familial status or national origin.

This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The firm further agrees to give public notice in conspicuous places available to employees and applicants for employment setting forth the provisions of this section. All solicitations or advertisements for employees shall state that all qualified applicants shall receive consideration for employment without regard to handicap, age, race, color, religion, sex or national origin. All inquiries made to the firm concerning employment shall be answered without regard to handicap, age, race, color, religion, sex or national origin. All responses to inquiries made to the firm concerning employment made possible as a result of the contract shall conform to Federal, State and local regulations.

## **DRUG FREE WORKPLACE**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F: The firm certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the firm's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The firm's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Town, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. The notice shall include the identification number(s) of the affected contract;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

## **OTHER GENERAL CONDITIONS**

**Firms' Qualifications:** The Town reserves the right to request satisfactory evidence of the firm's ability to furnish services in accordance with the terms and conditions listed herein. The Town further reserves the right to make the final determination as to the firm's ability to provide said services.

**Response Period:** All responses to this solicitation shall be good for a minimum period of thirty (30) calendar days subsequent to the proposal closing date.

**Response Withdrawal:** Any responses may be withdrawn prior to the established submission date and time, but not thereafter, without proper approval from the project coordinator.

**Governing Laws:** The laws of South Carolina shall govern this Agreement. All litigation arising under said Agreement shall be litigated only in a Circuit court for the First Judicial Circuit of Dorchester County, St. George, South Carolina. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.

**S.C. Law Clause:** Upon award of a contract under this solicitation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this state, by submission of this solicitation, the firm agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

**Indemnification:** The Town, its officials and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the firm, provided that such liability is not attributable to negligence on the part of the Town or failure of the Town to use the materials in the manner outlined by the firm in descriptive literature or specifications submitted with the firm's submission.

**Gratuities/Kickbacks**

It shall be unethical for any money, fee, commission, credit, gift, gratuity, thing of value or compensation of any kind to be provided, either directly or indirectly, as an inducement for the awarding of current and subsequent contracts or employment offers pertaining to this project.

**OTHER GRANT RELATED CONDITIONS**

**Audits, Reviews, and Records**

At the Town’s request, the selected firm shall, throughout the life of the contract and two years subsequent to the completion of the contract, participate in any Federal or State audits or monitoring visits. The firm’s support may include, but not be limited to, producing documentation, gathering data, preparing reports or correspondence and assisting the Town’s in responding to technical questions associated with the contracted project. In addition, the South Carolina Department of Archives and History (SCDAH), or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records which are pertinent to the grant funded project outlined in this solicitation so that any necessary audits, examinations, excerpts or transcripts can be executed.

**DEBARMENT, SUSPENSION AND OTHER MATTERS RELATED TO PUBLIC TRANSACTIONS**

The prospective firm certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency
  
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it 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; 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
  
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (B) above
  
- d. Have not within a three-year period preceding this proposal had one or more public transactions terminated for cause or default

Where the prospective consultant/firm is unable to certify to any of the above statements, such prospective participant shall attach an explanation to his/her submitted proposal.

### **Restrictions for Lobbying**

Funds received under this contract may not be expended to pay any person, or influence or attempt to influence an officer or employee of any agency, a member of Congress or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any contract; the making of any grant; the making of any loan; the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any such grant, loan or cooperative agreement. This restriction is also applicable to all subcontractors which the selected firm chooses to utilize for project related work.

### **Lawful Employment**

The contracted firm shall ensure that all employees, associated with work performed under this contract, complete the I-9 form and certify that they are eligible for lawful employment under the Immigration and Nationality Act per 8 U.S.C. 1324(a).

### **Human Trafficking**

Under the Trafficking Victims Protection Act (TVPA) of 2000, as amended by 22 U.S.C. 7104 (g), human trafficking and associated activities are prohibited. The contracted firm agrees to abide by all applicable provisions of the TVPA regulations.

### **Texting While Driving**

In accordance with Executive Order 13513 “Federal Leadership on Reducing Text Messaging while driving,” the contracted firm and any of its hired subcontractors are encouraged to adopt and enforce policies that ban text messaging while driving on government related business.

**NO COLLUSION AFFIDAVIT OF BIDDER**

STATE OF SOUTH CAROLINA )

COUNTY OF DORCHESTER )

\_\_\_\_\_(“Proposer”), BEING DULY SWORN, DEPOSES AND SAYS THAT:

1. He/She is \_\_\_\_\_ (owner, partner, officer, representative, agent) of \_\_\_\_\_, the proposer that has submitted the attached bid;
2. He/She is fully informed regarding the preparation and contents of the attached bid and of all pertinent circumstances regarding such Bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, agents, representatives, employees or parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or persons to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from quoting in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element to the bid price of any other bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Summerville, Dorchester County, South Carolina, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, owner, employees, representative, or parties in interest including this Affiant.

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

NOTARY PUBLIC: \_\_\_\_\_.

My commission expires: \_\_\_\_\_.