



City of Hardeeville, South Carolina
205 Main Street
Hardeeville, SC 29927
Phone: 843-784-2231, Fax: 843-784-6384

Request for Proposals FOR WHYTE HARDEE BLVD (WHB) MASTER PLAN

1. Introduction

The City of Hardeeville, South Carolina (“City”), is requesting proposals (RFP) to establish a contract with a qualified professional consultant for the Development, Planning, and Design for Whyte Hardee Boulevard, City of Hardeeville, Jasper County, South Carolina (US Highway 17 from Exit 8 off of I-95 south to Exit 5). The purpose of this project is to evaluate the current conditions of the public and private property, the project area and make recommendations for enhancements, design a strategic plan regarding code enforcement, development of a walkable downtown core, to enhance economic development and redevelopment using public and private sources.

2. Scope of Work

Project should include (but are not limited to) the following:

- Site analysis and assessment
- Making future recommendations based upon our community vision and goals
- Using a comprehensive and inclusive public process during preparation of the proposed Master Plan including hosting public meetings, workshops, and stakeholder interviews
- Identify specific public and private sources to fund identified improvements and incentive programs
- Working with City staff to prepare a plan and implementation strategy, identifying projected costs and funding sources, utilizing information provided through community and staff analysis processes for final review and adoption by the City Council
- Identify specific public projects with costs for improvements

The City of Hardeeville envisions several phases of work and areas of key focus by the consultant team that should be outlined when submitting this RFP. These included the following:

(a) Plan Elements

The WHB Master Plan should, at a minimum, include these key elements in a way that will make the plan specific and tailored to the unique setting and needs of the Hardeeville community. The consultant is encouraged to propose any other elements for our consideration in the proposal that may make the plan more effective.

- Vision
- Environmental Site Analysis
- Evaluate existing buildings, right-of-way, uses, signage, lighting, streetscape, economic development options, conservation options, and alternative landscape options
- Implementation matrix of priority projects, timeline, estimated costs, manual for completion, maintenance plan, and responsibilities
- Identify funding sources for proposed improvements

(b) Process

The following are the steps suggested for the creation of the WHB Master Plan, but the consultant may provide alternative or additional steps and more detail about these steps in the proposal.

STRATEGIC PLAN including

- a. Downtown Character
- b. Housing
- c. Retail
- d. Culture
- e. Infrastructure
- f. Employment
- g. Community Involvement
- h. Involvement of Non-Profit Organizations
- i. Marketing
- j. Social Values/Benefits for the Community

(c) Final Deliverables

1. GIS Map of proposed improvements
2. Implementation Strategy, Manual (Roles, Scenarios and Opportunities) and Proposed Tools
3. Analysis and description of needs, issues, and opportunities
4. Summary and documentation of citizen outreach meetings and inputs
5. Recommended design standards for type of use, best practices, and maintenance recommendations
6. Other concepts/images for design features of signage and landscape features that will help to integrate the master trail plan into the community

7. Final WHB Master Plan including a narrative, vision and goals, maps and implementation strategy and matrix (projects, priorities, estimated costs, and management responsibilities over the long term)
8. Identify all possible grant and foundation funding sources and Public-Private Partnership opportunities for the project

3. Vehicles, Equipment, and Personnel

The Consultant shall provide all vehicles, equipment, and personnel to effectively provide services as described in this RFP.

3.1. Personnel

The Consultant shall certify to the City that all employees are legal residents of the United States and conform to any and all State of South Carolina Illegal Immigration and Reform Act requirements.

4. Schedules

Release of RFP:	August 12 ,2019	
Optional Responder Meeting: (Hardeeville City Hall; 205 Main Street Hardeeville, SC)	August 21, 2019	12:00 PM
Deadline for Submitting Written Questions:	September 3, 2019	12:00 PM
Proposal Due Date:	September 20, 2019	2:00 PM

5. Regulatory Compliance

The Consultant shall comply with all City, State of South Carolina, and Federal laws, rules, and regulations.

6. Consultant Conduct

The Consultant’s employees shall conduct themselves with a high degree of morality and behavior. There shall be no boisterous, offensive, or obscene language or gestures.

7. Qualifications of Consultants

To demonstrate the qualifications for the services required, the Consultant shall submit with his proposal satisfactory proof of his qualifications to perform in a satisfactory manner the work covered by this RFP. The Consultant shall submit, among other items, information, evidence, and statements with respect to the following:

1. That the Consultant has a well-trained and competent organization which has done work of a similar nature, character, and value.

2. That the Consultant will have available adequate equipment and facilities to do the work.
3. A listing of the Consultant's experience with service agreements and contracts in which the personnel with the Consultant has provided service of a similar magnitude to the work herein proposed in this RFP.
4. The Consultant information including the Consultant's name, address, telephone number, fax number, cellular telephone number(s), email addresses, and contacts persons who will be responsible for overseeing the services in this RFP including their location and the office location that will handle complaint and inquiry calls. The Consultant shall provide the name and contact information of the manager or supervisor that will be responsible for the oversight of the City's contract.

8. RFP Process

The objective of this RFP is to select a qualified consultant to provide the services outlined in this RFP to the City. The RFP process will be conducted to gather and evaluate responses from consultant for potential award. All qualified respondents are invited to participate by submitting proposals as further defined below. After evaluating all submitted proposals received prior to the closing date of this RFP, the preliminary results of this RFP will be publicly announced, including the names of all participating suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

9. Instructions

By Submitting a proposal, the Consultant is acknowledging that the Consultant:

1. Has read the information and instructions.
2. Agrees to comply with the information and instruction contained herein.

9.1. Submitting Questions

All questions concerning this RFP must be submitted in writing no later than September 3, 2019 at 12:00 PM to the following:

City of Hardeeville
Katie Woodruff
Long Range Division Manager
205 East Main Street
PO Box 609
Hardeeville, SC 29927

Questions should also be sent via email to: kwoodruff@hardeevillesc.gov and bsnowden@hardeevillesc.gov

No questions other than written will be accepted. No response other than written will be binding upon the City.

9.2. City's Right to Request Additional Information

Prior to contract award, the City must be assured that the selected vendor has all of the resources to successfully perform under the contract. This includes, but is not limited to, an adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Consultant's ability to perform, if awarded, the City has the option of requesting from the Consultant any information deemed necessary to determine the Consultant's responsibility. If such information is required, the Consultant will be so notified and will be permitted approximately seven business days to submit the information requested.

9.3. Failing to Comply with Submittal Instructions

Proposals received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. The Proposal must be complete in all respects.

9.4. City's Right to Reject Proposals

The City reserves the right to reject any and all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject responses that do not contain all elements and information requested in this RFP. A proposal will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by the City on a case-by-case basis.

9.5. City's Right to Amend or Cancel RFP

The City reserves the right to amend or cancel this RFP at any time. Any amendments must be made in writing prior to the RFP closing date and time. By submitting a proposal the Consultant shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including revisions/additions made in writing prior to the close of the RFP whether or not such revision occurred prior to the time the Consultant submitted its proposal) unless expressly stated otherwise in the Consultant's proposal.

9.6. Cost for Preparing Proposals

The cost for developing the proposal and participating in the RFP process (including

the protest process) is the sole responsibility of the Consultant. The City will not provide reimbursement for such costs.

9.7. Submittal Instructions

Listed Below are key actions related to this RFP.

9.7.1. RFP Released

The release of this RFP is communicated through public advertisement in the following:

City of Hardeeville Website: www.hardeevillesc.gov

9.7.2. Submitting a Proposal

The Consultant must submit Five (5) **hard copies** in a sealed envelope with the contractor's signature across the seal **AND** One (1) **soft copy** (PDF electronic format) with the words "Whyte Hardee Boulevard Master Plan" in Red

Hard copy proposal should be submitted by no later than September 20, 2019 2:00 PM to:

Ms. Lori Pomarico
City Clerk
205 Main Street
P.O. Box 609
Hardeeville, South Carolina 29927

Soft copy proposals should be submitted to:
Katie Woodruff
kwoodruff@hardeevillesc.gov

9.7.3. Consultant Submit Cost Proposal

The consultant shall submit a written proposal specifying the ALL-INCLUSIVE cost for the work contained in the proposal.

9.7.4. Revising, or Cancelling a Submitted Proposal

In the event that a Consultant desires to revise or cancel a submitted proposal, the Consultant must notify the City in writing of their intention to revise or cancel a proposal prior to the RFP closing date and time. If the Consultant is submitting a revised proposal, the original proposal will be returned unopened to the Consultant. A revised proposal must be received by the City prior to the RFP closing date and time.

10. General Business Requirements

This section contains general business requirements. By submitting a proposal, the Consultant is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Consultant's submitted pricing.

10.1. Standard Insurance Requirements

If awarded a contract, the Consultant shall procure and maintain insurance which shall protect the Consultant and the City (as an additional insured) from claims for bodily injury, property damage, or personal injury. The Consultant shall maintain the following insurance coverage with an insurance company licensed to do business in the State of South Carolina:

1. Workers Compensation: Insurance covering all employees meeting statutory limits in compliance with applicable State and Federal laws.

2. General and Automobile Liability:

Bodily injury, each occurrence \$ 500,000.00

Bodily injury, aggregate \$ 500,000.00

Property Damage \$ 100,000.00

Business Auto Liability per occurrence \$1,000,000.00

Excess Umbrella Liability per occurrence \$1,000,000.00

It shall be the responsibility of the Contractor and the Insurance Company to notify the City at least thirty (30) days prior to any cancellation or change in the policy.

Contractor will provide the City of Hardeeville with a copy of the certificate of insurance specifying the above limits have been met.

11. Proposal Certification

By submitting a proposal, the Consultant understands and agrees to the following:

1. That this proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such an acceptance, will constitute a valid and binding contract between the Consultant and the City; and
2. That the Consultant guarantees and certifies that all items included in the proposal meet or exceed any and all of the RFP's identified specifications and requirements except as expressly stated otherwise in the Consultant's proposal; and
3. That the proposal submitted by the Consultant shall be valid and held open for a period

of ninety (90) days from the final RFP closing date and that the Consultant's offer may be held open for a lengthier period of time subject to the Consultant's consent; and

4. That the Consultant's proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The Consultant understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and

5. That the provisions of the laws of South Carolina have not been violated and will not be violated in any respect.

12. Proposal Evaluation and Award

12.1. Proposal Evaluation

Upon close of the RFP, proposals will be reviewed by City Staff to determine the proposal's compliance with RFP requirements; if the Consultant's proposal passes the Administrative/Preliminary review, the proposal will be submitted to the City Manager for evaluation and action.

12.2. Selection and Award

Upon completion of evaluation, the City staff will present a summary of all evaluated proposals to the City Manager and then to Mayor and City Council along with the recommended proposal. The Mayor and City Council will review the summary and recommendation. The City Council will determine which, if any, proposal to award the contract, or the City Council can determine that additional information is required from any or all Contractors. The decision to award the contract will be made by a majority vote of the City Council. The city is projecting a decision on award will be made before the end of calendar year 2019.

12.3. Public Award Announcement

The award of a contract by the City Council will be communicated by a Notice of Award being published in the following:

City of Hardeeville Website: www.hardeevillesc.gov

13. Indemnification and Hold Harmless

The Consultant shall be responsible for and shall indemnify and hold the City harmless from any and all claims, demands, damages, and expenses of whatever nature (including without limitation, attorney's fees) relating to or arising from (1) Consultant's breach of any of the representations and warranties contained herein; (2) Consultant's failure to follow the City's specifications; (3) Consultant's other breach of the terms hereof; (4) any

other act(s) or omission(s) of Consultant, it's employees, independent contractors, agents, and suppliers.

14. Assignability

The Consultant may not assign this agreement or any of its rights or responsibilities hereunder without prior written consent from the City.

15. Audit

Upon not less than five (5) days prior notice, the City shall have the right to inspect and audit all records (including, without limitation, financial records) of the Consultant which pertain to the Consultant's fulfillment of this agreement and charge therefore.

16. Default and Termination

Failure of the Consultant to comply with the provisions of the contract documents shall constitute default thereof. The City shall give the contract written notice of any default; the Consultant shall have fifteen (15) calendar days from the receipt of such written notice to cure the default. Upon failure of refusal of the Consultant to cure any such default, the City shall have the right to terminate this agreement and undertake such legal and other proceedings, in law or equity, and to seek recovery of such damages, as may be allowed by law, including, but not limited to, reasonable attorney fees and costs.

LIST OF EXISTING REFERENCES AVAILABLE AT www.hardeevillesc.gov FOR REVIEW:

1. City of Hardeeville Comprehensive Plan 2019, Economic Development, Land Use, Transportation and Priority Investment Elements
2. City of Hardeeville Bicycle-Pedestrian Master Plan
3. City of Hardeeville Property Improvement Plan
4. City of Hardeeville Code Enforcement Policy & Log
5. City of Hardeeville GIS Portal
6. City of Hardeeville 10-year Strategic Plan