



# **REQUEST FOR PROPOSALS**

**FOR**

**PROFESSIONAL SERVICES**

**-DUE DATE FOR RESPONSE-**

**APRIL 27, 2017**

**2:00 P.M.**

**PROJECT: RFP 2017-004**

**SHORELINE / HABITAT ENHANCEMENT**

# GENERAL INFORMATION AND REQUIREMENTS

## I. OVERVIEW

Seneca Light and Water seeks professional services to provide economic and engineering services in the design and build approach of a comprehensive, holistic subarea plan for a wildlife habitat enhancement project. Working closely with Seneca Light & Water personnel, the professional chosen as the Contractor will oversee the planning and development of the Project. Plans shall analyze current economic and land use patterns in the area; define specific subarea boundaries; provide development typologies; offer recommendations for the lake's shoreline fortification and to include habitat enhancements. The project budget will be determined through this process.

An environmental impact statement and/or planned action shall be developed pursuant to '*Keowee-Toxaway Project Shoreline Management Guidelines, September 1, 2014 (FERC No. 2503)*'.

The qualification statement must conform to the requirements of the Qualification Statement Procedures and the Required Information Sections of the RFP. Seneca Light & Water (Owner/SL&W/CITY) specifically reserves the right to waive any informalities or irregularities in the qualification statement format. Each qualification statement must be accompanied by a cover letter which briefly summarizes the proposing responder's interest in providing the required professional services. The cover letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the qualification statement. SL&W reserves the right to deny any and all exceptions taken to the RFP requirements.

The selection of qualified responders through the RFP process does not commit the bidders or SL&W to perform professional services on any site-specific project. After receipt of proposals, final recommendations will be made on the basis of criteria which include estimated cost, local knowledge, recent experience with similar projects, the personnel to be assigned, and the degree to which the Contractor understands the project and ability to meet the proposed timeframe for completion.

## II. THE SITE

Nestled in the foothills of the majestic Blue Ridge Mountains, in Oconee County, the 'Golden Corner' of South Carolina; with the cool waters of pristine Lake Keowee, Lake Jocassee, and Lake Hartwell nearby, the area offers many recreational opportunities. Seneca Light and Water as a municipal department operates a water treatment facility on a subarea of Lake Keowee shorelines.

And the ultimate goal for Seneca Light and Water, based on the assessments, is to develop a unique shoreline fortification plan with distinguishing characteristics that is slightly different and will complement the design strengths of the other areas, and also include habitat enhancements. The project's "final design plan" must meet the requirements set forth for Duke Energy's (*Keowee-Toxaway Project Shoreline Management Guidelines*) approval.

Project site location: 630 Northampton Road, Seneca SC 29679

### III. SCOPE OF SERVICE

Seneca Light & Water is seeking a qualified vendor to provide planning and engineering services.

Each bidder shall fully acquaint itself with the property and conditions of the site. Any and all property visits must be scheduled through Seneca Light & Water.

Contact: Bob Faires, Utility Director  
P.O. Box 4773  
Seneca SC 29679  
Tel. (864) 885-2705  
Email: [rfaires@seneca.sc.us](mailto:rfaires@seneca.sc.us)

The scope of services may include, but not limited to, the following disciplines:

- Structural and Civil (onsite and offsite)
- Environmental Review
- Project Application (*Keowee-Toxaway Project Shoreline Management Guidelines*)
- Landscape
- Geotechnical Analysis
- Signage/Graphics
- Cost Estimate / Budget.

### IV. QUALIFICATION STATEMENT PROCEDURES

To be considered, all qualification statements must be submitted in writing and respond to the items outlined in this Request for Proposals using the requested format.

#### A. Qualification Statements

SL&W reserves the right to reject any non-responsive or non-conforming qualification statements. Each qualification statement must be submitted with three (3) copies in a sealed envelope conspicuously labeled "Qualification Statement – SL&W Project RFP 2017-004" The envelope should also contain the name, address and telephone number of the proposing responder. If delivered by mail, the qualification statement shall be enclosed in an "inner" enveloped labeled as indicated above.

All qualification statements must be delivered in person or by mail to:

Seneca Light & Water  
221 E. North First Street  
P.O. Box 4773  
Seneca, SC 29679-4773

Attn: Bob Faires, Utility Director

Qualification Statements must be received at the above street address no later than 2:00 p.m. April 27, 2017. Any qualification statements submitted by mail must be sent allowing sufficient time for delivery. Any qualification statement received after this hour and date shall not be considered. The proposing responder bears the risk of

delays in delivery. The contents of any qualification statement shall not be disclosed as to be made available to competing entities during the negotiation process.

**B. Modifications**

Any changes, amendments or modifications to a qualification statement must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted qualification statement. Changes, amendments or modifications to qualification statements shall not be accepted or considered after the hour and date specified as the deadline for submission of qualification statements.

**V. QUALIFICATION STATEMENT REQUIRED INFORMATION**

**A. Minimum Requirement**

- 1) South Carolina business license: Provide evidence of a South Carolina business license.
- 2) Certify capability to obtain, or, provide evidence of professional liability insurance in the amount of \$1,000,000 each occurrence, \$3,000,000 aggregate. And evidence of comprehensive general liability insurance in the amount of \$1,000,000.
- 3) Identify official(s), who will legally act for the company, be responsible for, and in charge of construction, and who represents the company licensed as a general contractor in the state of South Carolina.
- 4) Recent projects similar in nature include client references.
- 5) Qualification of key individuals and technical support personnel who will work on this project and/or available to the company for assistance. Company name, phone and fax numbers of consultants, sub-consultants proposed to provide services.

**B. Supplemental Information**

Additional information should be provided with each qualification statement to document the Company's credentials with respect to the evaluation items listed herein.

**VI. QUALIFICATION EVALUATION PROCESS**

Applicants are encouraged to organize their submissions in such a way as to follow the general evaluation criteria listed below.

**A. Selection Criteria**

All SOQ submitted in response to the RFP shall be reviewed in accordance with the evaluation items listed. Information included within the SOQ may be used to evaluate your company as part of any criteria regardless of where that information is found

within the SOQ. Information obtained from the SOQ and from any other relevant source may be used in the evaluation and selection process.

The qualification statements all contain the essential information in which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the Qualification Statement Review Committee to be essential for use by the Committee in the evaluation and selection process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Qualification Statement Review Committee’s consideration for award. Applicants who do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed nonresponsive and subject to disqualification at the sole discretion of the Committee.

**B. Selection Process**

The Qualification Statement Review Committee shall assign up to the maximum number of points as stated in this Section for each Evaluation Item to each of the responding companies. All assignments of points shall be at the sole discretion of the Review Committee.

The following criteria shall be used by the Committee to evaluate qualification statements:

Evidence of successful completion of similar projects in the past. Number of past and present projects. Like projects satisfactorily completed.	25
Ability to collect necessary data and perform based or equivalent methodology to meet the Keowee-Toxaway Project Shoreline Management Guidelines.	20
Technical capacity to meet project requirements and previous experience with projects involving all aspects of shoreline management, engineering, and natural resource economics. Experience performing economic analyses of natural resource management projects.	20
Previous public work project experience in South Carolina with an emphasis on successful partnerships with State and Local government agencies.	20
Geographical location. Local commuting distance.	5
Ability to handle workload while maintaining high quality and timeliness. Project team employees with specific experience and availability.	10

TOTAL POINTS 100 Points

## **VII. QUALIFICATION STATEMENT REVIEW COMMITTEE**

The designated panel will review the qualifications submitted. The panel may request additional information from one or all Applicants.

### **A. Designated Panel**

- 1) Interviews may be scheduled with one or more firms based on information submitted in the RFQ.
- 2) The purpose of the interview shall be to gain additional information to adequately evaluate the design qualifications based on the criteria identified in Section VI Selection Criteria.
- 3) The committee shall make a recommendation to award a contract to the successful firm in the best interest of SL&W.
- 4) The selected firm will be invited to enter into contract negotiations with Seneca Light and Water. A guaranteed maximum project price will be negotiated with the selected firm. Should SL&W and the selected firm(s) not reach a mutual agreement, Seneca Light & Water, as the owner, reserves the right, at its sole discretion, to release that firm and move to the next qualified firm and proceed with negotiations.
- 5) Written notification of the selected responder will be sent to all that submitted qualification statements.

### **B. Committee's Rights Reserved**

The Committee reserves the right to:

- 1) Reject any and all applications received in response to this RFP or to make no award or issue a new RFP.
- 2) Waive or modify any information, irregularity, or inconsistency in applications received.
- 3) Request modification to applications from any or all contractors during the review and negotiation.
- 4) Negotiate any aspect of the application with any company and negotiate with more than one responder at the same time.
- 5) All qualification statements shall be evaluated using the same criteria and scoring process.

## **VIII. GENERAL TERMS AND CONDITIONS**

### **A. Proprietary/Confidential Information**

Responders are asked for any restrictions on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable laws, regulations and policy of the City of Seneca, State of South Carolina, and Federal. All proprietary/confidential information must be clearly marked as "Proprietary/Confidential".

**B. Background Check**

Seneca Light & Water reserves the right to conduct a background inquiry of each bidder which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting qualifications to SL&W, the bidder consents to such an inquiry and agrees to make available such books and records as may be deemed necessary to conduct the inquiry.

**C. Determination of Responsibility**

Seneca Light & Water may make such investigation as it deems necessary to determine the ability of a responder to provide full performance as outlined in the qualification statement. The bidder will furnish to SL&W all such information and data for this purpose as it may request. SL&W reserves the right to reject any bidder if the evidence submitted by or investigation of such responder fails to satisfy requirements that such bidder is properly qualified to carry out the obligations of a Contract.

**D. Rights Reserved by SL&W**

Seneca Light & Water reserves the right to amend its evaluation criteria as SL&W in its sole discretion shall determine appropriate and to utilize, as needed, an independent review team. A review and evaluation of the responses contained in the previous section will serve as a basis of selection of the construction firm judged best suited to meet the goals for the site and ask them to submit a more detailed statement of qualification.

**IX. SUBMITTAL REQUIREMENTS**

All questions and submittals regarding this RFP shall be submitted to the Project Contact: *See Section III*

Responders must submit one (1) scan-ready original and two (2) bound copies of the SOQ package marked “Project RFP 2017-004: Professional Services Request”, and submitted to the no later than 2:00 p.m., EST, April 27, 2017.

**X. CONTRACT CONDITIONS**

Any company awarded a contract arising from negotiations following this Request for Proposals shall be subject to the following contractual provisions:

**A. Terms**

The terms of the agreement/contract between the successful bidder and Seneca Light and Water shall be negotiated. The contract may be terminated by either party upon 90 days written notice. In the event the successful bidder materially breaches any obligation under the agreement, SL&W may terminate the agreement/contract upon thirty (30) days written notice. Further, SL&W may terminate for convenience any

agreement/contract resulting from this solicitation by providing a ten (10) day advance written notice.

**B. Non-appropriation**

In the event that SL&W fails to appropriate the specific funds necessary to continue the contractual agreement, in whole or in part, the agreement shall be terminated without damage or further obligation.

**C. Notice**

Any notice to SL&W required under this Agreement shall be sent by registered mail to: Seneca Light & Water, 251 East North Second Street, Seneca, SC 29679  
Attn: Bob Faires, Utility Director

**D. Formal Contracts and Purchase Orders**

The successful bidder shall promptly execute contracts for individual task orders incorporating terms and scopes of work negotiated with SL&W within thirty (30) days after requested by the SL&W. No work is to begin prior to receipt of a 'Notice to Proceed' letter, or purchase order signed by the authorized representative of SL&W requesting service. The notification shall serve as authorization to proceed in accordance with specifications and any special instructions, once it is received by the successful firm.

**E. Indemnification**

By submitting a qualification statement, the proposing bidder agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the City of Seneca, SL&W, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the company's, its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to SL&W, its employees or agents.

**F. Compliance with Applicable Laws and Regulations**

In performance of this contract the company is required to comply with all applicable federal, state and local laws, ordinance, codes and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful contractor. The contractor shall be properly licensed and authorized to transact business in the State of South Carolina.

**G. Insurance**

The consultant shall maintain such insurance as will protect against claims under the Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under the contract. The consultant is an independent contractor and is not an employee of SL&W. During the term of the contract the consultant shall, at its own expense, carry insurance with minimum coverage limits as follows:

- 1) Comprehensive General Liability \$1,000,000
- 2) Professional Liability \$1,000,000/\$3,000,000

If the contractual service requires the transportation of SL&W clients or staff, the consultant shall, in addition to the above coverage, secure at its own expense the following coverage:

Automotive liability (bodily injury) \$100,000/\$300,000  
Automotive property damage (to others) \$25,000

The policies must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property Damage and Professional Liability insurance to protect against claims arising from the performance of the consultant and the consultant's subcontractors under the contract.

#### **H. Non-discrimination**

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

#### **I. Covenant against Contingent Fees**

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty SL&W shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

#### **J. Contract Documents**

The executed Agreement/Contract between SL&W and the successful bidder shall constitute the Contract between SL&W and the contractor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: Contract, letter of 'Notice to Proceed', and Purchase Order. No other documents shall be considered. These documents contain the entire agreement between SL&W and the contractor.

#### **K. Applicable Law**

The Laws of the State of South Carolina shall apply, except where Federal Law has precedence. The successful bidder consents to jurisdiction and venue in the State of South Carolina.

**L. Scope of Agreement**

If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**M. Prices**

If the successful bidder and SL&W reach an Agreement on the site-specific proposal, the total price for the site-specific project will be the subject of an addendum to this contract for the site-specific project and will be the basis for the project. All addenda for the site specific projects, when signed by SL&W and the Contractor, shall become part of this Agreement.

The pricing policy that you choose to submit for the list of prices as part of this contract, and for the site-specific proposal must address the following concerns

- 1) The structure must be clear, accountable and auditable.
- 2) It must cover the full spectrum of services required.
- 3) Costs and compensation must be consistent with the rates in the list of prices established or negotiated.