



**THE TOWN OF SUMMERVILLE  
REQUEST FOR PROPOSALS  
Green Infrastructure Plan**

**Closing Date and Time:  
September 25, 2015 - 2:00 p.m.  
Contract Award: October 2, 2015**

The Town of Summerville, South Carolina is soliciting proposals from consulting firms interested in assisting the Town with developing a Green Infrastructure (GI) Plan as outlined in its Urban and Community Forestry Grant #2015U08 awarded by the South Carolina Forestry Commission. The scope of the project is to establish a GI Plan that would allow the Town to identify its most valuable natural assets and help facilitate future development in a manner that will reduce its impact on those identified areas. The GI Plan will also assist the Town with identifying the potential for restoration of ecosystem services, where possible, and support and inform existing and projected regulatory plans (i.e. Comprehensive Plan, Vision Plan).

**SELECTION CRITERIA**

1. Qualifications ó up to 25 points maximum
2. Experience w/ similar projects ó up to 25 points maximum
3. Response to proposal ó up to 25 points maximum
4. Cost of Services ó up to 25 points maximum

Proposals must be submitted to: Attn: Jessi Shuler, Zoning Administrator, Town of Summerville, 200 South Main Street, Summerville SC, 29483 in a sealed envelope clearly marked, **“GI PLAN PROPOSAL”**. Proposals received after the deadline **WILL NOT BE CONSIDERED**. Submit one (1) original and four (4) copies of the proposal.

For further information, contact Jessi Shuler at the above address or by telephone at (843) 851-4217.

**CONSULTANT ATTRIBUTES**

Consultant should have a demonstrated track record in green infrastructure planning with at *least 5 years of experience* in landscape scale habitat modeling and planning. The consultant will need to be able to utilize, interpret and apply the current GI planning model already developed for South Carolina by the Green Infrastructure Center (available online at <http://www.state.sc.us/forest/gic-sc15.pdf> ). In addition, the consultant will need to obtain and integrate local data with the habitat model to create a custom map series for the Town’s Planning Area. Lastly, the consultant will need to be able to evaluate risks to the current network and develop a feasible landscape network they is practical for implementation far into the future.

The consultant should have the following technical capabilities in the fields of planning and computer-aided landscape analysis:

- High level proficiency with Geographic Information Systems (ARCGIS software suite), working with Geodatabases and applying high level geoprocessing methodologies to landscape planning (ARCGIS Spatial Analyst extension is required)
- Creation and organization of advanced scenario planning and creating custom green infrastructure landscape models
- Demonstrated knowledge of planning and zoning regulations and ordinance development
- Knowledge of transportation planning and potential impacts and options to integrate road plans with the habitat model
- Demonstrated knowledge in the fields of natural resources management, forest conservation, planning and geographical and environmental sciences
- Demonstrated knowledge of watershed management planning (to better link forest conservation to local water protection goals)
- Experience in committee and public meeting management, including public facilitation (to better work with locally appointed advisory committees to complete the final plans)
- Skills in graphic design, visual communication tools, data visualization and map layout (in order to produce high quality map outputs which clearly communicate intended applications)

Potential consultants shall provide proof of these qualifications as well as examples of similar work completed.

### **SCOPE OF WORK**

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

- Providing training on Green Infrastructure planning, as needed
- Prepare and advise the Town on the data needed to complete the GI planning model
- Review data provided by the Town and finalize the methodology
- Create high-resolution tree canopy data and run GI planning model
- Advise the Town on how to use the data to develop base map and themed map overlays
- Provide content and layout suggestions for creating the base map and theme maps dependent on the goals identified
- Assist the Town with the facilitation of the Advisory Committee and Technical Committee and provide advice for crafting goals and objectives
- Provide a template and background information on GI planning for the final report
- Provide training to Town staff on updating and using the data on a regular basis to guide decision-making and inform other plans and strategies
- Upon project completion, all products will be provided to the Town in both print and digital format including all data created for the project

### **RESPONSE TO REQUEST FOR PROPOSAL**

The response to this RFP shall contain the following elements:

- Statement of Understanding of Scope
- Schedule (project must be completed by November 2016)
- Clearly identify the key personnel for major tasks
- Cost estimate

### **TYPE OF CONTRACT**

The Town intends to sign a lump sum contract with one 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.

### **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.

### **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: Jessi Shuler, 200 South Main Street, Summerville, SC 29483, [jshuler@summervillesc.gov](mailto:jshuler@summervillesc.gov), or faxed to: (843) 871-6954

**The deadline for question submittal will be 3:00 p.m. on Friday, September 18, 2015.**

### **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.

### **TIME**

The selected firm shall have 14 days to begin initiation of work once the contract is awarded, and all work is expected to be completed by September 2016.

However, by mutual consent, the parties may extend the Project completion date. If performance by the selected firm is delayed for reasons or causes beyond the reasonable control of the firm (including, but not limited to, acts of God, weather conditions, labor or material shortages and casualty losses), the completion date shall be extended accordingly.

## **TERMINATION BY THE TOWN**

Funds for this contract are payable under the South Carolina Forestry Commission's Urban and Community Forestry Grant #2015U08. In the event no funds or insufficient funds are appropriated and made available for payments due under this contract, then the Town shall immediately notify the firm of such occurrence, and this contract 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, this 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 this contract 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 State's right to pursue and contract for alternate solutions and remedies as deemed necessary by the Town for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend the contract.

## **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 this contract, 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 90 and 91 (1990), the firm agrees that:

- a) 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
- b) Affirmative action shall be taken to insure that applicants are employed, and that
- c) 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 Zoning Administrator.

**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 in responding to technical questions associated with the contracted project. In addition, the South Carolina State Forester, U.S. Forest Service and the Comptroller General of the United States, 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.