



**Request for Proposals Addendum 1  
Revised Technical Criteria 1  
And  
Revised Due Date March 2, 2023  
Revised RFP**

**NOTICE TO ALL CONSULTING ENGINEERING FIRMS**

**To all potential proposers:**

**Solicitation Number: S-267-23**

**On-Call Construction Schedules Assistance Services**

1. Technical Criteria 1 has been revised on page 11 should read as follows:

Technical Criteria 1	30%	Teams understanding of CPM schedule review methods. Also, the knowledge and ability to perform a time impact analysis.
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2. Due Date for Proposals has been extended to March 2, 2023.



## NOTICE TO ALL CONSULTING ENGINEERING FIRMS

### Solicitation Number: S-267-23

#### On-Call Construction Schedules Assistance Services

The **SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT)** requests a letter of interest and a proposal containing qualifications from all interested consulting firms experienced in providing Road and Bridge **Construction Schedule Reviews and Services** on an on-call basis necessary to provide support to SCDOT Staff for projects that have a CPM Schedule requirement and assist in keeping activities in compliance with State Requirements. Requested services include but are not limited to the following Primary Objectives: (1) Assist the SCDOT Director of Construction's office by reviewing CPM schedules, providing comments to Contractors and relating these reviews to Resident Construction Engineers and other Managers (2) attend project meetings and contribute to project communications as related to the project schedule (3) Monitor and evaluate project delays.

These services will be provided under a **three (3)** year statewide On-Call contract on an "as needed" basis. The SCDOT will select up to **three (3)** firms to provide these services, with a total maximum On-Call amount for the **three (3)** year period not to exceed **\$3,000,000.00**. Consultants will be evaluated and ranked based on their score during the selection process. Work under this on-call will be assigned based on the consultant's qualifications for the project being assigned for an individual task order/work order. The project team should be capable of providing all services outlined above.

RFP information associated with this solicitation is located at the following link:  
[http://info2.scdot.org/SCDOTProfessionalServ/SitePages/constructionLetting\\_Services.aspx#tabs-5](http://info2.scdot.org/SCDOTProfessionalServ/SitePages/constructionLetting_Services.aspx#tabs-5)

For questions, please contact the SCDOT Contracting Officer, Wendy Hollingsworth at (803) 737-0746 or via email at [Hollingswg@scdot.org](mailto:Hollingswg@scdot.org). Electronic Submissions are due no later than 2:00 PM, March 2, 2023.

## PROFESSIONAL CONSULTANT SERVICES REQUEST FOR PROPOSAL

AGENCY	South Carolina Department Of Transportation (SCDOT)
DESCRIPTION:	On-Call Construction Schedules Assistance Services
SOLICITATION NUMBER	S-267-23
ADVERTISEMENT DATE	February 1, 2023
CONTRACTS OFFICER (CO)	Wendy Hollingsworth (803) 737-0746
SUBMIT YOUR RFP TO:	All electronic proposal submissions and the letter of interest should be submitted via ProjectWise electronic submittal system no later than <b>2:00 PM (EST), March 2, 2023</b> . No proposals shall be accepted after the date and time specified.

### TABLE OF CONTENTS:

- A. PURPOSE OF REQUEST
- B. SCOPE OF SERVICE
- C. METHOD OF PROCUREMENT
- D. SUBMITTAL FORMAT
- E. PROPOSAL CONTENT
- F. SELECTION CRITERIA AND EVALUATION PROCESS
- G. FINAL SELECTION AND NOTIFICATION
- H. TIE BREAKER
- I. INSTRUCTIONS TO CONSULTANTS
- J. APPENDIX

### A. PURPOSE OF REQUEST:

The **SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT)** requests a letter of interest and a proposal containing qualifications from all interested consulting firms experienced in providing Road and Bridge **Construction Schedule Reviews and Services** on an on-call basis necessary to provide support to SCDOT Staff for projects that have a CPM Schedule requirement and assist in keeping activities in compliance with State Requirements. Requested services include but are not limited to the following Primary Objectives: (1) Assist the SCDOT Director of Construction's office by reviewing CPM schedules, providing comments to Contractors and relating these reviews to Resident Construction Engineers and other Managers (2) attend project meetings and contribute to project communications as related to the project schedule (3) Monitor and evaluate project delays.

These services will be provided under a **three (3)** year statewide On-Call contract on an "as needed" basis. The SCDOT will select up to **three (3)** firms to provide these services, with a total maximum On-Call amount

for the **three (3)** year period not to exceed **\$3,000,000.00**. Consultants will be evaluated and ranked based on their score during the selection process. Work under this on-call will be assigned based on the consultant's qualifications for the project being assigned for an individual task order/work order. The project team should be capable of providing all services outlined above.

SCDOT will use a two-tier evaluation process to select a consultant with which to execute a contract for this Project. The object of the two-tier process is to promote fair and open competition and to have objective scoring of each proposer's active workload. The two-tier process consists of the evaluation of the technical criteria of the RFP and a numerical score of the proposer's active workload. The Selection Committee will review responsive, responsible proposals and will score them based on the technical criteria contained within the RFP. The Chief of Professional Services, or designee, will compute a Workload Score independently of the evaluation committee based upon the firm's active workload in Category B. Category B generally consist of inspection activities related to the construction or maintenance of a project or structure. Examples include, but not limited to: Construction Engineering and Inspection, Bridge Inspections and Load Ratings. The Workload Score will then be integrated with the technical score from the Selection Committee and combined for a total score of the firm's proposal.

For purposes of this solicitation, "Workload" is defined as the dollar amount of active executed agreements (basic, contract modifications, work orders, task orders, and small purchase) between a consultant and SCDOT, minus the amounts already invoiced. It will also include those amounts under negotiation, exclusive of those that are suspended. This Workload total will be used to determine an individual Workload Score for the consultant. Workload will be locked in at close of business on the date of advertisement.

Workload Scores are expressed as a value between 1 - 10 based on the workload as defined above. The table below shows the Workload Balance Values and the corresponding scores.

Workload Balance Value	Score
Above \$27,000,000	1
\$24,000,001 - \$27,000,000	2
\$21,000,001 - \$24,000,000	3
\$18,000,001 - \$21,000,000	4
\$15,000,001 - \$18,000,000	5
\$12,000,001 - \$15,000,000	6
\$9,000,001 - \$12,000,000	7
\$6,000,001 - \$9,000,000	8
\$3,000,001 - \$6,000,000	9
\$0-\$3,000,000	10

Once the Selection Committee finalizes its evaluation, the scores are cast in the electronic score sheet. The workload score is entered in the digital score sheet to render the final score for each proposal. The CO will recommend the three (3) top-ranking firms in order to the Chief Procurement Officer (CPO). The CPO will have final approval. The determination regarding how many Proposers to recommend is not subject to review or protest.

Cost is NOT a factor in the ranking of consultants to provide services herein. DO NOT include any reference to consultant costs in the RFP response. Any RFP 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.

## NOTES:

1. Work awarded under this solicitation includes projects that are being administered by SCDOT and funded by other governmental entities pursuant to an IGA or LPA agreement between the SCDOT and the governmental entity. In those cases, a separate agreement between that governmental entity and the consultant will be prepared and administered by SCDOT to cover the services.
2. SCDOT may elect to procure services similar or identical to those outlined in this RFP through small purchase programs (23 CFR 172.7), even after firms are selected for this RFP. In such cases the total contract costs will not exceed the Federal simplified acquisition threshold (48 CFR 2.101). Firms selected for this RFP will be eligible to respond to small purchase solicitations.

## **B. SCOPE OF SERVICE:**

The **On-Call Construction Schedule Assistance** services provided will be utilized by the South Carolina Department of Transportation (SCDOT) Director of Construction Office to assist with CPM construction schedule reviews. This service will include analyzing baseline schedules, monthly updates, change orders for work impacts, and other delays that may affect construction. The On-Call Construction Schedule Review Assistance services will be provided statewide as requested for a duration of up to 3-years. Up to three Consultants will be selected for this Contract.

### **Scope of Services**

At the time of assignment, the Consultant will be forwarded all pertinent information relating to the assigned construction project(s). This assignment will be per project however may span an entire Engineering District(s). Project specific assignments may be given any time after the execution of the contract(s).

The Consultant understands that project specific Schedule specifications may differ.

The Consultant may be requested to provide, without limitation, one, or a combination of the following services for an assigned project.

### **General**

Selected firms cannot assist Contractors and other parties in any schedule related matters directed to or against the SCDOT. The requirement will be in effect until one year following the completion of this Contract.

In the event that progress or schedule meetings are required, Consultants may make use of remote web-based meetings.

Expert knowledge of Primavera P6 is required. Working knowledge of roadway and bridge construction methods and means is necessary. The Consultant must also run monthly schedule comparisons using software such as Ron Winter's Schedule Analyzer or Acumen Fuse. The use of any other schedule comparison software must first be approved by the SCDOT. Consultant will also be required to retrieve project information from the AASHTOWare Project Construction & Materials™ module and Projectwise.

Required software includes Primavera P6, version 17.0 or better and Schedule Analyzer available at [ronwinterconsulting.com](http://ronwinterconsulting.com).

## **1. Preliminary service**

- A. The Consultant shall become fully familiar with construction Contract documents;
- B. The Consultant shall familiarize itself with the districts, personnel, functions of SCDOT and others related to the scheduling of the project and
- C. If warranted and approved by the SCDOT, the Consultant shall inspect and investigate the project site.

## **2. Baseline Schedule Reviews**

The Consultant will provide requested personnel to perform schedule reviews of Contractor CPM Baseline Schedule submissions for Construction Projects. The reviews will analyze and document discrepancies in the schedules related to the contract specifications. The Consultant shall:

- A. Determine if the project Scope is fully included in the schedule;
- B. Evaluate the activity relationships;
- C. Review the activity durations and question their accuracy;
- D. Verify that contract-specific requirements are included in the schedule;
- E. Identify and analyze the critical path and near critical paths with respect to overall project completion;
- F. Identify and analyze activities and logic related to each project milestone;
- G. Identify any variances from the construction contract scheduling requirements; and
- H. Review the logical sequence reflecting the Contractor's means and methods for reasonableness and constructability.

The Consultant shall provide the review report to the Contractor, the Resident Construction Engineer (RCE), the Project Manager and State Schedules and Claims Engineer. The report shall include recommendations and suggestions with respect to acceptance the Schedule submission.

Baseline Schedule reviews may require several iterations depending of the quality of the schedule.

Attendance at Pre-Construction meeting that is officiated by the RCE's office may be required. Meetings with the Contractor may be necessary to resolve schedule related issues.

### **3. Update Schedule Reviews**

#### **A. General**

SCDOT progress periods are monthly. Each period the Consultant may need to correspond with the SCDOT project team and or visit the project site in order obtain the status of the Contractor's work. A review of the Contractor's updated schedule will be done with attention to the following items:

- 1. Review of the narrative for accuracy;
- 2. Determine if the progress shown by the Contractor's schedule is accurate;
- 3. Verification of the affect that progress has paid on the schedule's Critical Path;
- 4. Changes are reflected fairly in the schedule;
- 5. Any new lead in times, cure times and/or testing times are included;
- 6. Identify any variances from the construction Contract scheduling requirements;
- 7. Ensure that all delays are included in the schedule and the narrative;
- 8. Ensure that all critical and near critical activities are properly identified and tracked; and
- 9. Ensure that all logic changes are identified and explained in the supporting narrative.

#### **B. Submission**

Prepare and submit schedule review reporting. Time considerations given by the contract must be adhered to. The format of these submissions will be chosen by the State Schedules and Claims Engineer. The submission(s) will generally be directed to the Contractor however, some elements are intended to guide and inform SCDOT. Reporting format should generally include the following:

1. List errors that have been found in the schedule;
2. Identification of the critical path;
3. Identification of the status of the project's completion (e.g. ahead, behind, on-time);
4. Identification of changes in the logic;
5. Identification of changes in the activity durations;
6. Identification of current Schedule Variance index (SVI) with a comparison to the prior month;
7. Recommendation for schedule acceptance/rejection of the Contractor's Progress/Update Schedule;
8. Any progress charts requested by the State Schedules and Claims Engineer; and
9. Provide insights it to perceived risks and pitfalls presented during the course of construction.

#### C. Progress/Schedule Meetings

Some projects will have the need for the Consultant to attend at progress and/or schedule meetings at the discretion of the SCDOT. Functions during such meetings include discussion and or observing the status of current and future plans of the Contractor. There may be schedule specific meetings in order to examine schedule changes and/or to preview plans and schedule changes with the Contractor.

#### 4. Delays

In the event that a project is delayed, the Consultant must inform the RCE and the State Construction Scheduling and Claims Engineer. The Consultant then may be required to perform an evaluation of the delay according to related contract requirements.

#### 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:

All responding firms must utilize ProjectWise, SCDOT's electronic proposal submission process. Submitted proposal documents that are uploaded into ProjectWise **shall** be named with the following format: **S-XXX-XX RespondingFirmName.pdf**. Submitted proposal documents that are REDACTED shall be uploaded into ProjectWise under following format: **S-XXX-XX RespondingFirmName-REDACTED.pdf**.

Please contact Matthew Boozer at [BoozerML@scdot.org](mailto:BoozerML@scdot.org) or Zachary Follmer at [FollmerZD@scdot.org](mailto:FollmerZD@scdot.org) to set up an account to begin utilizing the electronic submittal process. Consultants are REQUIRED to upload their submittals online through ProjectWise. Only one completed submittal per team will be accepted and shall be uploaded by the lead consulting firm. Please be advised of the time required to set up new account. All requests for new accounts must be received 72 hours prior to the proposal deadline indicated in the milestone schedule.

Information regarding ProjectWise can be found at:

[http://www.scdot.org/doing/constructionLetting\\_ProjectWise.aspx](http://www.scdot.org/doing/constructionLetting_ProjectWise.aspx)

In the event that a consultant is unable to submit its RFP response through ProjectWise, consultant shall contact the CO to request authorization to submit the RFP response in another format. RFP responses

which do not have prior SCDOT authorization to deviate from the ProjectWise format may be considered non-responsive.

All questions regarding the scope of work in the RFP must be submitted by e-mail to the CO or as directed in the RFP. Questions shall be received a minimum of five (5) business days prior to the date and time that the proposal is due unless otherwise stated in RFP. No further questions shall be accepted after that time specified. SCDOT will strive to place all questions and their answers as an addendum to the RFP on the SCDOT website. The names of the consultant/vendors submitting questions will not be disclosed. Proposers will be required to submit an acknowledgement of addendum receipt with their RFP submittal. Oral explanations or instructions and email exchanges with the CO are non-binding and do not become part of the contract or RFP.

**RFP formatting requirements:** The response shall contain no more than twenty-five (25) 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 RFP narrative are to be included within the twenty-five (25) 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-five (25) page narrative. If the response does not conform to these requirements, the proposal may be negatively scored.

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

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 SCDOT 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. SCDOT accepts no responsibility for misdirected or lost proposals. Responses shall be explained and identified within the twenty-five (25) pages.

#### **E. PROPOSAL CONTENT:**

1. Letter of Interest:
  - a. The letter of interest does not count toward the twenty-five (25) 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 SCDOT's quality and schedule expectations.
    - 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. Provide a statement confirming the commitment of Key Individuals, identified in the submittal.
    - vi. Signing the letter of interest constitutes authorization of consultant to submit qualification for the purpose of negotiating and entering a contract with SCDOT.
    - vii. 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-five (25) 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 On-Call, 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 designing project that may be procured under this On-Call. It shall also indicate the individuals who will be points of contact with the SCDOT Project Manager. **The organizational chart must clearly display any DBE firm(s) that will be utilized to meet the contract goal.**
3. **Legal names** (first, middle and last, (including maiden name, if appropriate)) **and qualifications for key individuals that are considered critical to the success of the work that may be procured under this On-Call.** Qualifications should include information on experience related to similar projects and previous project work. **Note: if the legal name is included on the organizational chart that will fulfill the legal name requirement.**
4. **Legal names** (first, middle and last, (including maiden name, if appropriate)) for all other 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** and other individuals considered critical to the success of projects procured under this On-Call 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. **Appendices:**

#### Consultant and Key Individual Questionnaire

For each Consultant firm and Key individual provide the following answers pertaining to quality of past performance:

- Have any project been litigated or mediated due to design errors or deficiencies?
- Have any projects under contract with the Consultant been subject to remediation actions due to design, stop work orders due to design, or project delays in excess of 30 days as a result of design error?
- Has an owner or Contractor pursued compensation from any consultant firm listed or any Key Individual due to errors and omissions?
- Are any of the Key Individuals or Consultant firms under investigation, suspension or debarment for design errors?

Please indicate if the prime consultant has previously worked with the proposed sub-consultant and give a brief example of the previous relationship(s).

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.

- a. 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 be submitted in report form in the format listed below (Example: Excel Columns A through F): **Please do not use acronyms.**

A	B	C	D	E	F
Email	First Name	Last Name	Company Name	Project Name	Firm

- b. Provide a list of References who have personal knowledge of each Key Individual's previous performance. Provide three (3) client references for each Key Individual. The references must be submitted in report form in the format listed below (Example: Excel Columns A through G): **Please do not use acronyms.**

A	B	C	D	E	F	G
Email	First Name	Last Name	Key Individual Name	Project Name	Role of Key Individual	Firm

- c. 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.
- d. **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 SCDOT to review the RFP responses and score the firms based on the technical criteria provided in the RFP. The selection committee will receive copies of each responsive RFP response submitted and will review and draft preliminary scores based on the technical selection criteria. The selection committee will then meet to discuss the RFPs 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, consultants will be short-listed based on the preliminary scoring and invited to participate in interviews. The selection 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, finalize their individual scores and enter them into the digital score sheet.

Once the Selection Committee's scores have been entered into the digital score sheet, the Chief of Professional Services, or designee, will enter the Workload Score into the digital score sheet to arrive at the final score for the proposal. The CO will compile the final scores, rank the consultant firms, and send the highest ranked consultant firms to the Chief Procurement Officer (CPO) with a recommendation to begin contract negotiations with the highest ranked consultant firms. The CPO may approve entering into contract negotiations with the top ranked consultant firms, or reject the selection altogether (in which case the On-Call may be re-solicited). If negotiations fail with any of the offerors, SCDOT may terminate the negotiation and commence negotiation with the next highest ranked offerors that is not already in negotiations.

Consultants are advised that the SCDOT 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. SCDOT 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 SCDOT 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.

Technical Criteria 1	30%	Teams understanding of CPM schedule review methods. Also, the knowledge and ability to perform a time impact analysis.
Technical Criteria 2	30%	Experience, qualifications and technical competence of consultant staff.
Technical Criteria 3	20%	Availability of proposed staff and ability to be responsive to SCDOT requirements.
Technical Criteria 4	10%	Past performance on similar projects – including with other major governmental entities.
Technical Criteria 5	5%	DBE utilization plan.
Total Technical Criteria	95%	

\* Note: An asterisk will be used to point out when special experience is essential within any of the above evaluation criterion. To address this, the consultant will need to provide specific projects to demonstrate this experience to include the client's name, telephone number and email address, along with the specific role of the consultant's team member.

Workload Criteria	5%	"Workload" is defined and consists of the amount of active executed agreements (basic, contract modifications, work orders, task orders, and small purchase), minus the amounts invoiced already. It will also include those amounts under negotiation, exclusive of those that are suspended.
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#### **G. FINAL SELECTION AND NOTIFICATION:**

The CO will compile the finalized scores, rank the firms, and send the list of ranked firms to the CPO with a recommendation to begin contract negotiations with the highest ranked firms. The CPO may approve entering into contract negotiations with the top ranked firm(s), 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 SCDOT website.

#### **H. TIE BREAKER:**

Final evaluation scores are determined from the average of the voting selection committee member's scores. Final scores will be extended to the hundredth (2 decimal points) to determine the higher ranked firm. In the event of a tie, final scores will be determined based on the value of contracts awarded in the category of work solicited during the previous 24-month period. The firm with the lowest dollar value of actual projects/tasks awarded during the period will be deemed the higher ranking firm of the tie.

#### **I. INSTRUCTIONS TO CONSULTANTS:**

ADDITIONAL INFORMATION: SCDOT reserves the right to request or obtain additional information about any and all responses to the RFP.

AMENDMENT: Any amendment will be posted at the SCDOT website. The RFP may be amended at any time prior to the RFP response submittal date. All actual or prospective consultants should monitor the SCDOT website for issuance of amendments. Consultants shall acknowledge receipt of any amendment to this RFP (1) by signing and returning the amendment, (2) by letter; or (3) by submitting a RFP response that indicates in some way that the consultant received the amendment. If this RFP 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 SCDOT 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 firms are reached. All selected firms and awards will be posted on SCDOT website. Award will be made to the top ranked firms that has successfully negotiated a contract.

**CEI CONFLICT:** No member of the consulting firm, its subsidiaries and/or affiliates, shall be selected for CEI services on a design build project if they are part of the design build team. If a sub-consultant is on the design build team, the CEI consultant candidate shall request approval from SCDOT to replace the conflicting sub-consultant prior to CEI contracting in accordance with the **KEY INDIVIDUAL, STAFF AND TEAM CHANGES AFTER AWARD OF DESIGN BUILD CONTRACT.**

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

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

**COMMUNICATION:** Effective the date of the advertisement of this contract, no further contact is allowed with any SCDOT 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 SCDOT staff including members of the Selection Committee, other than the CO to obtain information on the RFP. Such contact may result in disqualification. This includes any contact with any other state Department of Transportation.

**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 SCDOT that includes a description of the action that the proposer has taken or proposes to take to avoid or mitigate such conflict. At SCDOT's discretion, SCDOT may reject the proposal as non-responsive due to the conflict of interest notwithstanding proposer's mitigation efforts. SCDOT 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, SCDOT may reject the proposal as non-responsive. If after award of the contract an organizational conflict of interest is determined to exist, SCDOT 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 SCDOT, then SCDOT 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 RFP.

**CONFLICT OF INTEREST (SCDOT COMMISSION):** Section 23 of Act 40 of 2017 [now codified as S. C. Code Section 57-1-350(G)] prohibits a member of the SCDOT Commission serving on July 1, 2017 (the effective date of the Act) or thereafter, from having an interest, direct or indirect, in any contract awarded by the department during the member's term of appointment and for one year after the termination of the appointment. Therefore, any proposal or bid submitted to SCDOT in violation of this law will be disqualified.

**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>

**CURRENT AND FORMER SCDOT EMPLOYEES:** To avoid the appearance of any real or perceived favoritism, unfair advantage, undue influence, or conflict of interest, a proposal will be disqualified that names, identifies, or includes in any way a current or former SCDOT employee serving in a management level position within 365 days of the submittal. No communication or appearance shall be made by such current or former employee with SCDOT on such proposal, or the proposal will be disqualified. In addition no current or former employee, who served in a management level position or above, may work on or invoice for services performed on a project within 365 days after their last day of employment with SCDOT. For the purposes of this bright line rule, "management level position" is defined as any SCDOT Pay Band 7 and above position, which includes, but is not limited to, Directors, Assistant Directors, District Engineering Administrators, District-level Engineers, Program Managers, Assistant Program Managers and Resident-level Engineers.

**DBE QUALIFICATION:** To qualify as a DBE on this project, the firm must be listed as approved for the type of work to be performed in the South Carolina Unified DBE Directory at the time of the RFP submittal. Consultants shall comply with Title VI of the Civil Rights Act of 1964. The SCDOT strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE) on this project. The directory can be found at the following link:

<http://www.scdot.org/business/bus-development-dbe-sbe-cert.aspx>

**DBE REPORTING REQUIREMENTS:** All executed contracts are subject to the provisions of the SCDOT DBE Program and 49 CFR Part 26. SCDOT is utilizing the DBE Quarterly Reports and DBE Status Spreadsheet as tracking tools. The DBE Quarterly Report reflects quarterly and total payments to date for all DBE firms. A separate DBE Quarterly Report must be submitted for each DBE firm for every active contract even if no payments were made to DBEs during the specified reporting period. The DBE Status Spreadsheet reflects a summary of payments to all committed and non-committed DBE firms working on the project, and must be submitted along with the DBE Quarterly Reports.

**DBE UTILIZATION PLAN:** A plan for use of DBE firms on the advertised project. The plan should be specific to the project and should include the firms to be used and the type of work each will perform. An estimated percentage of work for each firm should be indicated.

**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 RFP 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 SCDOT without prior written authorization from the SCDOT 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 RFP.

**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.

**DESIGN-BUILD SUPPORT ENGINEERING CONFLICT:** By and large, the selection of a consulting firm for preparation services will indicate that the prime consultant will be retained through the completion of the design-build procurement process. Furthermore, any sub-consultant performing any of the following preliminary design services will customarily be retained: roadway, structural, hydraulics, geotechnical, and traffic. Those entities retained will be prohibited from participating in the pursuit of the associated design-build project. The purpose of this retention will be to primarily assist the Design-Build Group with RFP development, answering questions, and providing technical support during the RFP phase of the procurement.

Any sub-consultant performing services outside of the above referenced preliminary design services will be allowed to participate in the pursuit of the associated design-build project provided: (1) The prime consultant submits a Standard Release Letter along with all deliverables to the PM; and (2) SCDOT concurs in the release request. The Standard Release letter can be obtained on the SCDOT Design-Build website.

**DRUG FREE WORK PLACE CERTIFICATION:** By submitting an RFP 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 RFP, 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 Professional liability insurance and Error and Omissions insurance, and shall be submitted to the SCDOT 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:** At a minimum, SCDOT considers Project Managers and major discipline leaders as "Key Individuals." Based on the specific requirements of the project, the proposer may identify other key individuals as critical to the success of the project. It is incumbent on the prime consultant to determine who they deem as "Key Individuals."

**KEY INDIVIDUAL CHANGES DURING SELECTION PROCESS:**

(A) 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 SCDOT must determine if the new key individual is acceptable. If not, the consultant will be rejected and the next highest qualified consultant selected.

(B) To qualify for SCDOT'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. SCDOT will use the criteria specified in the advertisement and the qualification submitted by the firm to evaluate all requests. SCDOT 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.

**KEY INDIVIDUAL, STAFF AND TEAM CHANGES AFTER AWARD OF DESIGN BUILD CONTRACT:** If the top ranking prime consultant has a sub-consultant or subcontractor listed that is a member of the successful design-build team, the prime consultant shall request approval from SCDOT to replace the sub-consultant or subcontractor only under the following conditions: (1) the prime consultant must remain, (2) a maximum of 25% of the original team may be substituted, and (3) key individuals cannot be substituted. If the selected prime consultant cannot meet the three (3) criteria above, the next highest ranked prime consultant will be reviewed for compliance. All changes in the team must be approved by SCDOT in writing.

**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 RFP shall become the property of SCDOT 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 RFP, 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 RFP, 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 SCDOT 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 SCDOT 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 RFP:** Consultants and/or sub-consultants who assist the owner in the preparation of a RFP document will not be allowed to participate in this RFP or join a team submitting a proposal in response to the RFP. However, SCDOT 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 RFP, 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.

**PROTEST PROCEDURES:** Please refer to Chapter 15, page 50 of the SCDOT Manual for Procurement, Management and Administration of Engineering and Design Related Services at:

<http://info2.scdot.org/professionalserv/HostDocs/PSCO-Manual-5-1-2018.pdf>

**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 RFP response which fails to conform to the material requirements of the RFP 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 RFP, 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 SCDOT.

**RFP PREPARATION COSTS:** SCDOT assumes no liability and will not reimburse costs incurred by firms (whether selected or not) in developing responses to this RFP or participating in interviews.

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

**RIGHT TO REJECT:** SCDOT reserves the right, in its sole discretion, to reject any and all RFP responses if SCDOT determines that such rejection is in the best interest of the State of South Carolina.

**RIGHT TO CANCEL:** SCDOT 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 SCDOT 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 \_\_\_\_\_, 201\_\_\_\_.

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 SCDOT may render the consultant non-responsive.

Consultant shall provide immediate written notice to the SCDOT 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 SCDOT may terminate the contract resulting from this RFP 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 RFP 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 SCDOT 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, SCDOT 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 SCDOT, then SCDOT 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.

The Consultant, by signing this disclosure, further certifies that it is in compliance with the CONFLICT OF INTEREST (SCDOT COMMISSION): Section 23 of Act 40 of 2017 [now codified as S. C. Code Section 57-1-350(G)] prohibits a member of the SCDOT Commission serving on July 1, 2017 (the effective date of the Act) or thereafter, from having an interest, direct or indirect, in any contract awarded by the department during the member's term of appointment and for one year after the termination of the appointment. Therefore, any proposal or bid submitted to SCDOT in violation of this law will be disqualified.

The Consultant, by signing this disclosure, further certifies that it is in compliance with the CURRENT AND FORMER SCDOT EMPLOYEES policy: To avoid the appearance of any real or perceived favoritism, unfair advantage, undue influence, or conflict of interest, a proposal will be disqualified that names, identifies, or includes in any way a current or former SCDOT employee serving in a management level position within 365 days of the submittal. No communication or appearance shall be made by such current or former employee with SCDOT on such proposal, or the proposal will be disqualified. In addition no current or former employee, who served in a management level position or above, may work on or invoice for services performed on a project within 365 days after their last day of employment with SCDOT. For the purposes of this bright line rule, "management level position" is defined as any SCDOT Pay Band 7 and above position, which includes, but is not limited to, Directors, Assistant Directors, District Engineering Administrators, District-level Engineers, Program Managers, Assistant Program Managers and Resident-level Engineers.

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