



NOTICE TO ALL CONSULTING ENGINEERING FIRMS

Solicitation Number: S-270-23

On-Call Inspection of Structural Steel, Signs and Related Items

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 inspection services of structural steel, signs and related items necessary for materials inspection and testing services for various highway and bridge projects. Requested services include, but are not limited to:

- Shop inspection of structural and miscellaneous steel,
- Special inspection of welding (non-destructive testing),
- Inspection of fabrication of sign structures, and signs,
- Inspection of coatings for structural and miscellaneous steel.

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 **\$7,500,000.00**. 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

For questions, please contact the SCDOT Contracting Officer, Wendy Hollingsworth at (803) 737-0746 or via email at Hollingswg@scdot.org. Electronic Submissions are due no later than 2:00 PM, June 1, 2023.

PROFESSIONAL CONSULTANT SERVICES REQUEST FOR PROPOSAL

AGENCY	South Carolina Department Of Transportation (SCDOT)
DESCRIPTION:	On-Call Inspection of Structural Steel, Signs and Related Items
SOLICITATION NUMBER	S-270-23
ADVERTISEMENT DATE	May 8, 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 2:00 PM (EST), June 1, 2023 . No proposals shall be accepted after the date and time specified.

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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 inspection services of structural steel, signs and related items necessary for materials inspection and testing services for various highway and bridge projects. Requested services include, but are not limited to:

- Shop inspection of structural and miscellaneous steel,
- Special inspection of welding (non-destructive testing),
- Inspection of fabrication of sign structures, and signs,
- Inspection of coatings for structural and miscellaneous steel.

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 **\$7,500,000.00**. 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.

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:

I. GENERAL

The consultant shall provide “on-call” inspection and testing services for various materials used in bridge and road construction. The inspection to be performed under this agreement shall conform to the latest edition of the South Carolina Department of Transportation’s Standard Specifications for Highway Construction, the Special Provisions, and the plans for the specific project, as applicable. The Inspection Agency shall conduct mill inspections when authorized using both South Carolina Department of Transportation (hereafter referred to as SCDOT) plans and approved shop plans as the basis of inspection. In case of discrepancy between the two, such discrepancy should be resolved to the satisfaction of SCDOT before continuing. Inspection Agency personnel performing inspection under this agreement shall be familiar with the material being inspected, SCDOT specifications and testing requirements for the material, and otherwise appropriately qualified as defined by SCDOT to perform such inspection or testing.

II. MILL INSPECTION OF STRUCTURAL STEEL, STEEL CASTINGS, BRIDGE MACHINERY PARTS, OR MISCELLANEOUS ITEMS

When SCDOT so requests, the Inspection Agency shall provide mill inspection for structural steel, steel castings, bridge machinery parts or miscellaneous items. The mill inspection shall include, but not be limited to, the following:

For structural steel, the Agency’s mill inspector shall observe the physical tests of each heat, including both bend and tensile tests and shall see that properly sampled materials are taken to the mill chemical laboratory for analysis. During the physical test, the Agency’s mill inspection shall determine that the testing machine is operated properly and that the specified speed is maintained throughout the test. When the shapes have been rolled and reach the straightening table, the Agency’s mill inspector shall examine the members for straightness and surface defects, marking such pieces that can be repaired and rejecting those pieces that are irreparable. The Agency’s mill inspector shall check all pieces accepted to assure that the grade of steel is identified properly.

On all pieces, the Agency’s mill inspector shall make visual inspection of surfaces for the following items before acceptance:

- Voids
- Kinks
- Bends
- Out of square
- Off center webs
- Laps
- Any detrimental marks caused by rollers which are worn or have scale adhering to their surface
- Other defects that would cause the steel sections to fail to meet the requirements of AASHTO/ASTM Specifications as applicable

For steel castings, bridge machinery, or miscellaneous items, the Agency's mill inspector shall inspect all items for compliance with the applicable specifications. For castings, each casting shall be given a critical visual inspection to determine if shrinkage or cooling cracks exist. Castings shall be free from injurious defects when accepted. Minor defects such as blow holes, sand pockets, surface voids, and other surface defects may be repaired by chipping, welding, and grinding. Defects will be considered minor when depth of cavity required for welding is not greater than 20% of the component thickness in the area of the defect but not greater than one inch for any thickness. Components with major defects will not be repaired or accepted. All areas to be repaired shall be inspected by the inspector after preparation and before welding begins. The Agency's mill inspector will place his official stamp on all accepted components.

The Inspection Agency shall furnish to SCDOT's Materials and Research Engineer 4 copies of a mill inspection report on standard printed forms. The report shall properly identify the following items:

- Grade of steel
- Applicable specification designation
- Both physical and chemical properties of each heat from which the steel sections were rolled
- Number, type, and size pieces approved from each heat
- SCDOT file number
- Mill name and the consignee along with the source mill test reports for each and all heat numbers from which components were accepted.

The Inspection Agency shall furnish inspection reports weekly. Each report shall fully document the work performed at the mill by description and attachments with reference to daily activities. A weekly report for each SCDOT file number shall be prepared. Where two or more reports are prepared for a given file number, they shall be numbered in succession with the quantities of tons (where practical) carried forward from one report to the next. Each report shall indicate an approximate percent value for the amount of work that is complete at the time of reporting with the final report so indicating "final." The Inspection Agency manager shall sign all weekly mill inspection reports. Compensation for these services shall be at the agreed upon rate.

III. SHOP INSPECTION OF FABRICATION OF STRUCTURAL STEEL, CASTINGS, BRIDGE MACHINERY PARTS, OR MISCELLANEOUS ITEMS

When SCDOT so requests, the Inspection Agency shall provide shop inspection of the fabrication of structural steel, castings, bridge machinery for moving spans, and other miscellaneous items such as bridge bearing plates, concrete beam sole plates, rockers and shoes, expansion joint assemblies, metal handrail for bridges, metal guardrail, galvanizing processes of structural components, or other materials.

The Inspection Agency shall provide shop inspectors with copies of current SCDOT specifications, necessary welding codes, special provisions, plans, approved shop drawings, copies of the applicable agreements between the Inspection Agency and SCDOT (excluding the Schedule of Payments), and other information applicable to the particular fabrication.

All structural steel, both primary and secondary members with the exception of steel pilings and sway bracing for such piling, shall be shop inspected. For purposes of inspection, galvanized steel pipe for deck drains and pipe slope drains are not considered as structural steel. During the course of shop inspection, the Agency's inspectors shall have in their possession Certified Source Mill Test Reports as to the grade of steel for each heat of metal involved, and shall see that all members are fabricated for the designated AASHTO/ASTM type of steel. For miscellaneous components, a supplier certification indicating that the material came from the designated type of steel is sufficient in lieu of a source mill test report.

The Agency's inspector at the shop shall inspect all work done in the fabricating plant, giving careful attention to the following items:

- Condition of the new material before fabrication
- Quality of workmanship during fabrication
- Accuracy of punching
- Accuracy in assembly
- Alignment
- Proper tightening of high strength bolts
- Accuracy of finishing machined joints
- Aligning, welding, and spacing of shear studs
- Thoroughness of the cleaning to the specified degree prior to applying the shop coat of paint
- Minor repairs required between cleaning and painting
- General finish after painting including verification of paint thickness on all painted areas of components

The Agency's inspector shall make frequent inspections during the progress of fabrication so that errors or defects may be caught and corrected at the earliest possible stage. Unless specifically requested, mill inspection by the Inspection Agency on structural steel shipments received at the fabricating shop will not be required. The shop inspector shall obtain from the fabricator mill test reports provided by the structural steel manufacturer for all steel used in the work. The Agency's shop inspector shall be assured that the steel is properly identified in accordance with the source mill test reports and approved before it is used in fabrication. At the beginning of use of each heat number of steel, the Agency's shop inspector shall also obtain four copies of the source mill test reports for SCDOT's records. The Inspection Agency will be compensated for these services in accordance with the previously agreed upon rates.

The Inspection Agency's shop inspector shall inspect high-strength bolts, nuts, and washers to determine the following items:

- Quantity of shipment
- Condition
- Markings by manufacturer in accordance with the designated ASTM/AASHTO requirements
- Size

Unless specifically requested, testing of bolts by the Inspection Agency will not be routinely required. The Agency's shop inspector will obtain from the fabricator necessary certifications for high-strength bolt assemblies for shipping to the project or using in the fabrication shop. Four copies of the certifications shall be submitted to SCDOT as an attachment to the shop inspector's weekly inspection report. If the Inspection Agency is requested by SCDOT to test high strength bolts and washers, the Agency's inspector shall sample and test in accordance with current Department procedures. The Inspection Agency will be compensated for these services in accordance with the previously agreed upon rates.

The Agency's shop inspector shall inspect shop applied paint to determine the condition of the shipment as to settlement and color. The inspector shall determine if the proposed paint is the type and kind specified in the special provisions for the project. Inspection of paint may require specialized training or certification. SCDOT will determine the appropriate qualification for inspection of this type of work depending on the complexity of the inspection required.

For each lot of paint, the Agency's shop inspector shall obtain a certified chemical analysis report from the paint manufacturer and contact SCDOT's Structural Materials Engineer to determine if a sample is necessary. Upon receipt of certifications and acceptable Laboratory test results (where applicable), the shop inspector shall approve each lot of paint for use in the work. Four copies of the source certification shall be furnished to SCDOT as an attachment to the Agency's shop inspector's weekly report. In the event that samples are obtained for submittal to SCDOT or are

tested by the Inspection Agency, compensation will be made to the Inspection Agency in accordance with the previously agreed upon rates.

Welding electrodes to be used in the work shall be inspected to assure that they are the proper classification as required. The heating facilities for the purpose of drying and/or holding of the electrodes shall be available and in good working order. The Agency's shop inspector shall require the manufacturer's certified test results for each lot of electrodes. (SCDOT does not maintain a list of approved electrodes.) The certified test reports shall comply with the special provisions of the project.

Four copies, each, of all applicable certified test reports for electrodes shall be obtained for SCDOT and submitted as an attachment to the shop inspector's weekly report. If the Inspection Agency is requested by written notice, the shop inspector shall require the fabricating shop to prepare weld metal specimens for testing. The specimens shall be tested for compliance to AWS specifications at the Inspection Agency's laboratory. Four copies of the test reports shall be furnished to SCDOT directly by the Agency. The Inspection Agency will be compensated for these services in accordance with the previously agreed upon rates. The Agency's shop inspector will not interfere with the fabrication schedule pending results of the above described electrode testing. However, work later found to be fabricated from unacceptable electrodes will be rejected or resolved by SCDOT.

The Inspection Agency shall be responsible for obtaining from its shop inspectors all the source mill test reports, certified test reports, certifications, and all other pertinent documents. These reports shall include the following information:

- SCDOT file number
- Site location (for instance, the station number and/or lane description)
- Description and amount of material
- Heat numbers

These items shall be collected in order to furnish four copies of each along with four copies of a shop inspection report prepared by the Inspection Agency on standard printed forms. The Inspection Agency shall prepare one report each week for each project describing the work accomplished, problems encountered, and action taken to resolve them for each day that work was performed. When two or more reports are prepared for the same project, they shall be numbered in succession. Each report shall indicate an approximate percent for work that is complete at the time of reporting, with the final report so indicating "final." The Inspection Agency manager shall sign all shop inspection reports.

The following are items that the Inspection Agency's shop inspectors will give careful attention and inspection to during fabrication. They shall be part of (but not limited to) the shop inspector's routine inspection concerns during structural fabrication.

- Make general surface inspections as steel is being worked and exposed to view. Particular attention should be paid to voids, laps, folds, or other imperfections since surface inspection at the mill was not performed or limited to surfaces readily accessible in the stockpile.
- Study the field connections with particular attention to clearances. Verify the make-up, the sizes of sections, and thickness of plates. Permit only accepted and approved steel to be used. Sole plates of beams and girders shall have full contact with flanges.
- See that the correct sizes of drill bits or punches and dies are used to make fastener holes.
- See that all reamed holes are cylindrical and that burrs are removed, and no chops or drillings are allowed to remain between the contact parts.
- See that the reaming templates are properly set up and secured in position.
- See that all splices are properly fitted and that milled surfaces designed to transmit bearing forces are in close contact.

- See that proper camber blocking or corresponding equipment is used when assembling girders and the desired camber is secured before reaming.
- See that all splices, members, and other assembled members are plainly match marked.
- Inspect for twists, bends, and kinks in finished members.
- Verify erection marks.
- See that weights of all main members as specified are marked on the pieces.
- See that loose pieces are bolted in place for shipment and small parts properly boxed or otherwise secured against loss in transit, and bear the Inspection Agency's stamp of approval.
- Check for "rights" and "lefts" and for number of parts.
- Observe the assembling of all girders and other parts required to be assembled in laydown to assure accurate reaming of holes for field joints.
- See that metal is cleaned as specified before painting, and that weather and temperature conditions are satisfactory for painting.
- See that paint is properly applied in accordance with specifications and contract special provisions.
- Guard against unauthorized corrections made by flame cutting; particularly reentrant cuts and other "stress risers."
- With reference to the inspection of shop welding ordinarily specified, including the fabrication of welded girder spans, the Agency's shop inspector shall:
 - See that only qualified welders with current certificates covering the type of welding involved in the work and approved welding processes are used in the work.
 - Inspect at frequent intervals the welding to see that the welding procedures including fit-ups, condition of weld areas, welding equipment, proper electrodes, preheat, and other requirements and methods of the welding specification are followed, and that satisfactory workmanship is being obtained.
 - Conduct or observe as applicable required nondestructive tests in accordance with the special provisions and specifications to make certain that all welds are free of defects according to the AWS D1.5 and contract special provisions. The shop inspector will see that all defects and nonconforming work is repaired and re-inspected. The shop inspector and/or nondestructive test technicians will conduct this work as fabrication progresses in order that the fabricator will not be delayed and can minimize extra handling of steel in all situations where the fabricator cooperates.
- Check all girders and rolled beams for actual camber and compare with specified camber. Show the actual measured camber on the member near "erection mark" with water-soluble markings. (Camber is to be measured with the beam or girder on its side so that no dead load deflection will have taken place.)
- For movable spans, the shop inspector shall make the necessary inspection of such shop assembly as required on the plans. Obtain all required certifications, operating instructions, and warranties that would be beneficial to SCDOT.
- Be assured at all times that acceptable bolts, nuts, washers, paints, electrodes, steel, and other fabricating materials are being used.
- Be assured that the piece number, fabricator's job number, and weight of the member are properly marked on the finished beam or girder.
- Obtain four copies of all required source mill test reports, certified test results, certifications, and any other pertinent information from the fabrication shop for submission with weekly reports.
- Stamp all approved components and material to be shipped from the fabricating plant with the Inspection Agency's official stamp.

IV. SPECIAL INSPECTION OF WELDING – NONDESTRUCTIVE TESTING

Special inspection of welding shall consist of radiographic, ultrasonic, magnetic particle, or other nondestructive testing as required by the special provisions or plans. The type, size, and location

of welds to be inspected will be shown on the plans or in the special provisions. Special inspection of welding will require that the Inspection Agency's qualified inspectors perform all the required types of nondestructive testing. Special inspection of welding shall involve performing the tests, interpreting the test results, directing appropriate repairs for failing welds, re-testing repairs, appropriately marking welds that are approved, and preparation of appropriate reports to describe the type testing performed and test results obtained. The Inspection Agency's inspector, responsible for nondestructive testing shall be qualified for the type nondestructive testing being performed in accordance with the American Society of Nondestructive Testing Recommended Practice No. SNT-TC-1A. Only individuals qualified for NDT LEVEL I, working under the direct supervision of an individual qualified for NDT LEVEL II or III, or individuals qualified for NDT LEVEL II or III may perform nondestructive testing. The Inspection Agency's NDT technician shall be thoroughly knowledgeable of the special provisions and plans for the project on which he is performing nondestructive testing.

In the event repairs are to be made, the Inspection Agency's shop inspector shall be responsible for identifying to the fabrication shop foreman such welds that need repairing. The Inspection Agency's shop inspector shall not re-approve any repaired welds until further nondestructive testing indicates that the welding is satisfactorily repaired.

The Inspection Agency's inspectors shall keep full records and furnish to their office appropriate information for the Inspection Agency to provide four copies of weekly nondestructive testing reports to SCDOT. These reports shall be numbered in succession for each type of testing performed when two or more reports are submitted. In the case of radiographic inspection, the radiographic films shall be reviewed and after the welds are accepted by the Inspection Agency, the films shall be submitted to SCDOT's Materials and Research Engineer. The Inspection Agency shall be compensated for these services in accordance with previously agreed upon rates.

V. LARGE SIGN STRUCTURES, SIGNS, AND GUARD RAIL (STEEL POST TYPE)

This inspection work consists of shop inspection of the fabrication of sign structures and signs. The Inspection Agency shall provide its shop inspectors with copies of current specifications, special provisions, plans, sign layout details, a copy of this agreement (excluding the Schedule of Payments), and other information applicable to the particular fabrication. Inspectors provided to perform this work must be appropriately certified in accordance with the requirements of Section IV.

The Inspection Agency shall submit four copies of weekly shop inspection reports on standard forms that provide full coverage of all the work performed by the fabricating shop. The shop inspection report shall include the following:

- Type of items inspected
- Identification marks placed on each component
- SCDOT file number
- Fabricator
- Consignee
- Character of workmanship
- Number of pieces of each item fabricated or shipped
- Shop inspector's name
- Round trip distance to the fabricating shop for each day that inspection was performed

In addition to the information listed above, the following attachments shall accompany the reports:

- Source mill test reports
- Certified test reports
- Certifications
- Other pertinent documents as required

Where applicable, these attachments shall include SCDOT of Transportation file number, description and amount of material, heat numbers, or other information as necessary.

When two or more weekly reports are prepared, they shall be numbered in succession with the final report marked "final." Each report shall indicate an approximate percent for the amount of work that is complete at the time of reporting. Each report shall indicate whether the items were shipped or stored at the fabricating shop for future shipment. The Inspection Agency will be compensated for these services in accordance with previously agreed upon rates.

Inspection at the fabricating shop shall include, but not be limited to, the following phases of inspection:

- The shop inspector shall check all shipments and kinds of materials for compliance with the Standard Specifications, correct special provisions, and plans before fabrication of the materials begins. The inspector shall obtain all certifications and mill test reports for the material as required.
- The inspector shall ensure that appropriate identification marks are placed on components for erection purposes.
- The inspector shall provide in-plant inspection of the galvanizing process for all components that are to be galvanized. All galvanizing shall occur after fabrication. The shop inspector shall check the thickness of the galvanized coating in mils on representative samples of all components that are galvanized to assure that the weight of the coating meets the specification requirements.

Overhead sign structures:

- Inspect the size and weight per foot length of members
- Inspect galvanizing as noted above
- Inspect welds and welding processes as noted above
- Inspect connections for fit and conformity to design drawings
- Inspect high-strength bolts in accordance with Section III of this document

Sign supports, I-beam break-away:

- Inspect the size and weight per foot of the I-beam material
- Inspect the angle and dimensions of slip joints
- Inspect length of post and post stub
- Inspect welds and welding processes as noted above
- Inspect fuse plate bolts for proper torque
- Inspect the fuse plate and hinge plate dimensions
- Inspect in-plant galvanizing processes as noted above

Signs – Large and Flat Sheet:

- Inspect all components for dimensions, gage, and other characteristics as outlined in the plans.
- Inspect the fabricator's technique for cleaning surfaces to be painted or bonded with reflective sheeting to assure that all work is performed in accordance with the manufacturer's recommendations.
- Inspect the equipment and process used to bond reflective sheeting to metal panels to ensure that the temperatures and methods of application are in accordance with the reflective sheeting manufacturer's recommendations.
- Inspect the assembly of large signs to ensure that they are assembled in strict accordance with the shop drawings, that lettering is of designated size and properly placed, and that workmanship and fit-up of components are fully acceptable.
- Inspect smaller flat sheet signs to ensure that they are of the proper dimensions, metal gage, letter size and layout, that reflective sheeting is uniformly bonded without air

bubbles, and that screening processes are done in accordance with the manufacturer's recommendations.

- Stamp all approved components and material shipped from the fabricating plant with the Inspection Agency's official stamp.
- Receive reflective sheeting certifications for the brand or brands of material used in the project. Reference SCDOT's approved products listing to ensure that the type and brand of material is listed.

VI. MISCELLANEOUS TASKS

SCDOT may request the Inspection Agency to provide other inspection services as well as sampling and testing of various other materials associated with highway and bridge construction. Additionally, SCDOT may desire that the consultant perform certain inspection services not specifically described in this scope of services or covered by previously agreed upon rates. In such instances, rates shall be established and approved by SCDOT before such work begins.

VII. REPORTS, INVOICES, PAYMENT, PERSONNEL COST ESTIMATES, WORKING OFFICE

- **Reports:** Copies of all reports required by this scope of services shall be submitted to SCDOT's Materials and Research Engineer. The type of reports and information to be furnished is described in each of the Sections I through VI of this document. In general, each inspection report shall clearly state the work that has been performed and shall describe each day's inspection activities. For each Department of Transportation file number, the Inspection Agency shall prepare weekly inspection reports for shop or fabrication inspection and each type of nondestructive or other testing performed. Each shop or fabrication inspection report will carry a reasonable percentage value for work completed with the final report indicating that the work is completed. Each report will show the name or names of inspectors actually performing the inspection. The inspection reports shall be on standard forms, shall have attached all source mill test reports, certified test reports, or certifications required by the Specifications, Special Provisions, or plans for the file number and shall be signed by the Inspection Agency Manager.
- **Invoices:** Invoices shall reference submitted inspection reports and show exactly the pay quantities as described on the previously agreed upon schedule of payments for the services performed. The Inspection Engineer shall submit four copies of each invoice to SCDOT's Materials and Research Engineer. No further copies to SCDOT will be necessary. Invoices including inspection of repair of welds as dictated by nondestructive testing on structural steel fabrication shall clearly indicate the exact portion that represents the inspection cost for repair.
- **Payment:** Checks in payment for services rendered will be drawn to the order of the official name of the Inspection Agency at the specified address. Payments will be based on approved invoices.
- **Personnel:** The Inspection Agency shall assign a sufficient number of competent, qualified personnel to the work under this agreement to secure completely adequate inspection services during all phases of the work. The Inspection Agency's inspector shall be responsible for adequate inspection services on multiple projects if multiple projects are being fabricated at the same facility unless, in the opinion of SCDOT, multiple inspectors are needed.
- **Cost Estimates:** The Inspection Agency shall, upon request, provide an inspection cost for work that may be performed on a project.

VIII. WORKING OFFICE: THE INSPECTION AGENCY SHALL DESIGNATE A "WORKING OFFICE" TO SERVE AS A POINT OF CONTACT FOR SCDOT.

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 or Zachary Follmer at 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

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 part of the utilization plan.**
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	40%	Experience, qualifications, and technical competence of staff proposed for the type of work required.
Technical Criteria 2	20%	Past performance and quality of past performance of the team and Key Individuals on similar type projects.
Technical Criteria 3	20%	Team makeup and ability to perform all aspects of the services.
Technical Criteria 4	10%	Familiarity of the firm/team with SCDOT practices and procedures.
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 _____, 20____.

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