



**Request for Proposals Addendum 1
Revised RFP**

NOTICE TO ALL CONSULTING ENGINEERING FIRMS

To all potential proposers:

Solicitation Number: S-272-23

S-16 (Sardis Rd.) Bridge Replacement over Tyger River in Union County RFP

Addendum 1 August 1, 2023

Certification language removed from pages 11 and 12. Certifications and Forms submitted during SOQ phase do not need to be resubmitted.



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The **SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT)** requests a proposal containing a technical approach from all short-listed consulting firms. The purpose of this Request for Proposals (RFP) is to select a Proposer to perform the Project services and to design the Project, as further described in this RFP. It is not the intention of SCDOT to receive complete detailed Project analysis and design prior to the selection of a Proposer and the later execution of the Contract. Rather, the response to this RFP shall provide sufficient information to be evaluated by SCDOT to determine if the Proposal is in accordance with the specified process and criteria.

Requested services include but are not limited to: project management, environmental studies and documentation, environmental permitting, bridge design, structural design, roadway structures design, roadway design, hydrology/hydraulic design, geotechnical services, hazardous materials survey, subsurface utility engineering, utility coordination, development of preliminary/final right of way plans, right of way services, value engineering, development of preliminary/final construction plans, pavement marking and signing plans, constructability review, construction phase services, engineer's estimate/project specific special provisions and other related duties deemed necessary. SCDOT intends to select and negotiate a contract with one consultant team for development of these projects. The project team should be capable of providing all services outlined above.

Disadvantaged Business Enterprise goal is established as 9% percent and will be administered in accordance with SECTION I. INSTRUCTIONS TO CONSULTANTS.

Whether or not there is a Disadvantaged Business Enterprise (DBE) goal on this contract, proposer is strongly encouraged to obtain the maximum amount of DBE participation feasible on the contract. The selected consultant will be required to report all DBE participation through the DBE Quarterly Report required in the supplemental specification.

RFP information associated with this solicitation is located at the following link:

<http://info2.scdot.org/professionalserv/Pages/Consultants-Professional-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, **August 17, 2023**.

PROFESSIONAL CONSULTANT SERVICES REQUEST FOR PROPOSAL

AGENCY	South Carolina Department Of Transportation (SCDOT)
DESCRIPTION:	S-16 (Sardis Rd.) Bridge Replacement over Tyger River
SOLICITATION NUMBER	S-272-23
ADVERTISEMENT DATE	August 1, 2023
CONTRACTS OFFICER (CO)	Wendy Hollingsworth (803) 737-0746
SUBMIT YOUR RFP TO:	All electronic proposal submissions and the letter of interest should be submitted via ProjectWise electronic submittal system no later than 2:00 PM (EST), <u>August 17, 2023</u> . 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 proposal containing a technical approach from all short-listed consulting firms. The purpose of this Request for Proposals (RFP) is to select a Proposer to perform the Project services and to design the Project, as further described in this RFP. It is not the intention of SCDOT to receive complete detailed Project analysis and design prior to the selection of a Proposer and the later execution of the Contract. Rather, the response to this RFP shall provide sufficient information to be evaluated by SCDOT to determine if the Proposal is in accordance with the specified process and criteria.

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contract with one consultant team for development of these projects. The project team should be capable of providing all services outlined above.

Disadvantaged Business Enterprise goal is established as 9% percent and will be administered in accordance with SECTION I. INSTRUCTIONS TO CONSULTANTS.

Whether or not there is a Disadvantaged Business Enterprise (DBE) goal on this contract, proposer is strongly encouraged to obtain the maximum amount of DBE participation feasible on the contract. The selected consultant will be required to report all DBE participation through the DBE Quarterly Report required in the supplemental specification.

For this Project, SCDOT chose the two-phased selection method. Phase 1, which identified a short-list of qualified Proposers, is complete. In Phase 2, SCDOT invites each of the short-listed Proposers to submit their Proposals for completion of the Project. After evaluation of the Proposals, SCDOT plans to award and execute the Contract with a single Consulting Team.

B. SCOPE OF SERVICE:

The South Carolina Department of Transportation (SCDOT) proposes to replace the existing S-16 (Sardis Rd.) bridge replacement over Tyger River in Union County, South Carolina.

The proposed bridge replacement activities described in the following scope of services will apply. The proposed bridge will be potentially close and detour but stage construction will be reviewed for feasibility. The CONSULTANT will establish, as part of the CONSULTANT's design of the proposed projects.

Engineering services may include but are not limited to:

1. Task 1 - PROJECT ORGANIZATION AND MANAGEMENT

- 1.1. Project Management
- 1.2. Schedule
- 1.3. Progress Report

2. Task 2 - FIELD SURVEYS

2.1. Ground Surveys

- establish Project Survey Control.
- calculate the Best Fit Existing Roadway Alignment (ERA).
- conduct Courthouse Research on properties, and establish right-of-way and property lines.
- perform reconnaissance and Field Survey Detectable Property Monuments.
- create a Property Strip Map.
- perform Cross Sections along the roadway corridors.
- perform detailed Planimetric (2D) surveys along the project corridors.
- perform Drainage Feature surveys.
- locate and field survey existing Storm Drainage Structures.
- field survey Gravity Sanitary Sewer Manholes.
- field survey Wetland Boundaries.
- perform New and Existing Right-of-Way Staking.
- field survey the horizontal location of Geotechnical Bore Holes.
- perform surveys of existing Bridge Structures.
- maintain appropriate Traffic Control.

3. Task 3 - ENVIRONMENTAL DOCUMENTATION

- 3.1. Environmental Project Management
 - 3.2. Initial Field Surveys and Project Initiation
 - 3.3. Environmental Analysis and Review
 - 3.4. Public Involvement
 - 3.5. Environmental Documentation
 - 3.6. Permit Acquisition
4. Task 4 – ENVIRONMENTAL PERMITTING
 - 4.1. Perform Jurisdictional Determination
 - 4.2. Permit Acquisition
 - 4.3. Preparation of Drawings and Maps
 - 4.4. Prepare SCDOT Impact Assessment Form
 - 4.5. Perform Agency Coordination During the Joint Public Notice or Dissemination of a GP Authorization Request
 - 4.6. Complete Negotiations and Permit Acquisition
 - 4.7. Development of an Approved Mitigation Site
 - 4.8. Perform Navigational Permitting
5. Task 5 - ROADWAY DESIGN
 - 5.1. Prepare Design Criteria Report
 - 5.2. Develop Preliminary Roadway Plans & Design Field Review (DFR) Plans
 - 5.3. Develop and maintain Right-of-Way Plans
 - 5.4. Provide Final Roadway Construction Plans, quantities, special provisions, and contract documents.
 - 5.5. Develop Traffic Control Plans and/or Detour Plans
 - 5.6. Final Pavement Marking Plans
6. Task 6 - BRIDGE DESIGN
 - 6.1. Bridge Alternate Study
 - 6.2. Prepare Preliminary Bridge Plans
 - 6.3. Prepare Bridge Plans (95%) and specifications
 - 6.4. Provide Final Bridge Plans (100%) and all contract documents
 - 6.5. Prepare detailed quantities, construction time estimate, and special provisions
 - 6.6. Provide design calculations
7. Task 7 - HYDROLOGY AND HYDRAULIC DESIGN
 - 7.1. Prepare Roadway Drainage Design, Stormwater Report, and Notice of Intent (NOI)
 - 7.2. Bridge Analysis and HEC-RAS Modeling
 - 7.3. FEMA Flood Study and Coordination
8. Task 8 - GEOTECHNICAL INVESTIGATIONS
 - 8.1. Prepare Preliminary Subsurface Exploration
 - 8.2. Conduct Laboratory Testing (Preliminary Subsurface Exploration)
 - 8.3. Perform Final Subsurface Exploration
 - 8.4. Conduct Laboratory Testing (Final Subsurface Exploration)
 - 8.5. Prepare Preliminary Bridge and Road Geotechnical Engineering Reports
 - 8.6. Provide Final Bridge and Roadway Geotechnical Engineering Report and contract documents

9. Task 9 – TRAFFIC STUDIES
 - 9.1. Perform necessary data collection
 - 9.2. Prepare traffic management plan
 - 9.3. Prepare report summarizing data collection, traffic analysis and detour evaluations
10. Task 10 - HAZARDOUS MATERIALS ASSESSMENT
 - 10.1. Asbestos Assessment of existing structure(s)
 - 10.2. Lead-Based Paint Assessment of existing structure(s)
11. Task 11 - UTILITY COORDINATION
 - 11.1. Provide identification of major utilities and utility easements within project limits
 - 11.2. Prepare preliminary utility report with recommendations to the extent of prior rights
 - 11.3. Provide prelim. assessment of utility impacts and costs associated with those impacts
 - 11.4. Determine feasibility of early utility relocations, as well as any recommendations for relocations that should be included in construction contract
 - 11.5. Coordinate with affected utility companies and complete all necessary utility agreements/no-cost letters/etc.
12. Task 12 – SUE
 - 12.1. Provide a recommendation for SUE to be performed
 - 12.2. Perform SUE investigation
13. Task 13 – RIGHT OF WAY SERVICES
 - 13.1. Perform all right of way acquisition services
 - 13.2. Perform all title searches for properties
 - 13.3. Acquire in accordance with all state laws and regulations, both Federal and State, the right of way necessary to construct the project.
 - 13.4. Prepare exhibits
 - 13.5. Submit condemnation documents as required
 - 13.6. Establish and control Quality Control and Quality Assurance procedures for the entire right of way acquisition process
14. Task 14 - CONSTRUCTION PHASE SERVICES
 - 14.1. Assist with Construction Administration
 - 14.2. Review Shop Plans, Working Drawings, and Foundation Installation Plans
 - 14.3. Attend Field Meetings as needed
 - 14.4. Other Design Activities, plan revisions, or interpretation of contract documents.
 - 14.5. Geotechnical Construction Oversight
 - 14.6. Value Engineering Proposal Review
15. Task 15 – VALUE ENGINEERING SERVICES
 - 15.1. Prepare Value Engineering proposal if required

SIA Report Next Page:

IDENTIFICATION			
(1) State Name - SOUTH CAROLINA	Code	454	
(8) Structure Number # 0004470001600200	Asset ID	3996	
(5) Inventory Route (On/Under)	On -	171000160	
(2) State Highway Department District		4	
(3) County Code 87	(4) Place Code		
(6) Features Intersected TYGER RIVER			
(7) Facility Carried S-44-16			
(9) Location 7.3 MI S UNION			
(11) Milepoint		8.110	
(12) Base Highway Network - NOT PART OF NET	Code	0	
(13) LRS Inventory Route & Subroute			
(16) Latitude 34 Degrees 36 Minutes 52.76 Seconds			
(17) Longitude 81 Degrees 39 Minutes 52.43 Seconds			
(98) Border Bridge State Code	% SHARE	%	
(99) Border Bridge Structure No.	#		
STRUCTURE TYPE AND MATERIAL			
(43) Structure Type Main: MATERIAL - STEEL			
Type - TRUSS-THRU	Code	310	
(44) Structure Type Main: MATERIAL - STEEL CONT			
Type - STRINGER/MULTI-BEAM OR GIRD	Code	402	
(45) Number of Spans in Main Unit		1	
(46) Number of Approach Spans		12	
(107) Deck Structure Type - CONCRETE CAST-IN-PLC	Code	1	
(108) Wearing Surface / Protective System:			
A) Type of Wearing Surface - MONO CONCRETE	Code	1	
B) Type of Membrane - NONE	Code	0	
C) Type of Deck Protection - NONE	Code	0	
AGE AND SERVICE			
(27) Year Built		1962	
(106) Year Reconstructed		0	
(42) Type of Service On - HIGHWAY			
Under - WATERWAY	Code	5	
(28) Lanes: On Structure = 2 Under Structure = 0			
(29) Average Daily Traffic		175	
(30) Year of ADT 2022 (109) Truck ADT		06 %	
(19) Bypass, Detour Length		7 MI	
GEOMETRIC DATA			
(48) Length of Maximum Span		151 FT	
(49) Structure Length		452 FT	
(50) Curb or Sidewalk: Left .0 FT Right .0 FT			
(51) Bridge Roadway Width Curb to Curb		18 FT	
(52) Deck Width Out to Out		20.9 FT	
(32) Approach Roadway Width (W/Shoulders)		19 FT	
(33) Bridge Median - NONE	Code	0	
(34) Skew 0 Deg (35) Structure Flared		NO	
(10) Inventory Route Min Vert Clear	14 FT	5 IN	
(47) Inventory Route Total Horz Clear		18.0 FT	
(53) Min Vert Clear Over Bridge Roadway	14 FT	7 IN	
(54) Min Vert Underclear Ref - NOT HWY OR RXR	0 FT	0 IN	
(55) Min Lat Underclear Right Ref - NOT HWY OR RXR		.0 FT	
(56) Min Lat Underclear Left		.0 FT	
NAVIGATION DATA			
(38) Navigation Control - NONE	Code	0	
(111) Pier Protection -	Code		
(39) Navigation Vertical Clearance	FT		
(116) Vert-Lift Bridge Min Vert Clear	FT		
(40) Navigation Horizontal Clearance	FT		
Sufficiency Rating = 19.7			
Functionally Obsolete = YES			
Structurally Deficient = YES			
CLASSIFICATION		Code	
(112) NBIS Bridge Length -		YES	
(104) Highway System - NOT NHS		0	
(26) Functional System - RURAL-MAJ COLL		4	
(100) Strahnet Highway - NOT STRAH HWY		0	
(101) Parallel Structure - NONE EXIST		N	
(102) Direction of Traffic - 2-WAY TRAFFIC		2	
(103) Temporary Structure -			
(105) Federal Lands Highways - N/A		0	
(110) Designated National Network - NO		0	
(20) Toll - ON FREE ROAD		3	
(21) Maintain - SCDOT		1	
(22) Owner - SCDOT		1	
(37) Historical Significance - NOT ELIGIBLE		5	
CONDITION		Code	
(58) Deck - FAIR		5	
(59) Superstructure - FAIR		5	
(60) Substructure - SERIOUS		3	
(61) Channel and Channel Protection - BNK PRT REPAIR		7	
(62) Culverts - NOT APPLICABLE		N	
LOAD RATING AND POSTING		Code	
(31) Design Load - H 15		2	
(64) Operating Rating - LRFR		15.88	
(66) Inventory Rating - LRFR		12.31	
(70) Bridge Posting - > 39.9% BELOW		0	
(41) Structure Open, Posted or Closed - Description - CLOSED TO TRAFFIC		K	
APPRAISAL		Code	
(67) Structure Evaluation - INTOLERABLE; HIGH PRI		3	
(68) Deck Geometry		0	
(69) Underclearances, Vertical and Horizontal		N	
(71) Waterway Adequacy		7	
(72) Approach Roadway Alignment		7	
(36) Traffic Safety Features		011N	
(113) Scour Critical Bridges - CALC SCOUR ABOVE FOOT		8	
PROPOSED IMPROVEMENTS		Code	
(75) Type of Work - REPLACE/LOAD CAPACITY		311	
(76) Length of Structure Improvement		480.4 FT	
(94) Bridge Improvement Cost		\$1,291,000.00	
(95) Roadway Improvement Costs		\$323,000.00	
(96) Total Project Cost		\$1,937,000.00	
(97) Year of Improvement Cost Estimate		2023	
(114) Future AADT		256	
(115) Year of Future AADT		2042	
INSPECTIONS			
(90) Inspection Date 07/2022	(91) Frequency	12 Mo	
(92) Critical Feature Inspection:	(93) CFI Date		
A) Fracture Crit Detail YES	Mo 24 A)	7/1/2021	
B) Underwater Insp NO	Mo B)		
C) Other Special Insp YES	Mo 12 C)	11/1/2022	

3/31/2023

C. METHOD OF PROCUREMENT:

This is a two-phased 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 fifteen (15) 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. Charts, tables, and schedules used to explain or expand on the RFP narrative are to be included within the fifteen (15) 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 fifteen (15) 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 fifteen (15) pages.

E. PROPOSAL CONTENT:

The Technical Proposal Narrative shall contain no more than 15 pages. Charts, tables, and schedules used to explain or expand on the Technical Proposal are to be included within the page limit. No additional information shall be accepted, including, but not limited to, links to external websites, video clips, or simulations/visualizations embedded within the Narrative.

The Technical Proposal Narrative shall contain a direct response to each of the selection criteria identified in section F.

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.

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 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).

The CO will compile and combine the final RFP scores and SOQ scores, rank the consultant firms, and send the ranked consultant firms to the Chief Procurement Officer (CPO) with a recommendation to begin contract negotiations with the highest ranked consultant firm. The CPO may approve entering into contract negotiations with the top ranked consultant firm, or reject the selection altogether (in which case the project 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 offeror that is not already in negotiations. 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.

The criteria with relative point value shown below will be the basis for the submitted proposal evaluation and score.

Technical Criteria 1	40%	Description of the consultant's understanding and technical approach to the project as it relates to the bridge/structural design, hydrologic/hydraulic design, and geotechnical design. Including any challenges and mitigation strategies.
Technical Criteria 2	30%	Description of the consultant's understanding of the project as related to environmental documentation and permitting challenges. These should include but are not limited to public involvement, external agency coordination and permitting strategy.
Technical Criteria 3	20%	Consultant's technical approach to applying the SCDOT Bridge Design Manual and other associated/relevant manuals to this project.
Technical Criteria 4	10%	Consultant's approach to limiting ambiguity in the development of the PS&E package.
Total Technical Criteria	100%	

* 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.

G. FINAL SELECTION AND NOTIFICATION:

The CO will compile and combine the final RFP scores and SOQ scores, rank the consultant firms, and send the ranked consultant firms to the Chief Procurement Officer (CPO) with a recommendation to begin contract negotiations with the highest ranked consultant firm. The CPO may approve entering into contract negotiations with the top ranked consultant firm, or reject the selection altogether (in which case the project 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 offeror that is not already in negotiations.

The intent is to enter into a contract with the top ranked 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 firm are reached. All selected firms and awards will be posted on SCDOT website. Award will be made to the top ranked firm 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.**

SCDOT's Procurement Manual: 9.7 NEPA Conflict of Interest A. Conflicts of Interest for Engineering and Design Related Services: In accordance with the FHWA Procurement, Management, and Administration of Engineering and Design Related Services - Questions and Answers VIII guidance: A contract may be awarded for final design services to a consulting engineering firm, prime or sub-consultant, which provided services during the environmental review and preliminary design engineering phase of the project provided a NEPA decision document has been issued or if the NEPA process is still underway, appropriate provisions are included in the solicitation and contract to indicate that the contracting agency is not obligated to proceed with final design for any alternative, that all reasonable alternatives will be evaluated and given appropriate consideration, and that the firm may not proceed with final design until the relevant NEPA decision documents have been issued.

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 GOAL: The contract for this Project contains a DBE participation goal as set forth on Page 1 of this RFP. The Consultant shall comply with the requirements of the specifications titled, DISADVANTAGED BUSINESS ENTERPRISE (DBE) – SUPPLEMENTAL SPECIFICATION found on SCDOT’s website at the following link:

http://info2.scdot.org/SCDOTProfessionalServ/SitePages/constructionLetting_Services.aspx.

For the purposes of applying these Specifications, the term Contractor is synonymous with Consultant. The Selected Consultant shall submit a DBE committal sheet after completion of contract negotiations and prior to contract execution. Failure to provide the committal sheet within the allotted time frame may result in the consultant being considered non-responsive and ineligible for contract execution.

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.