

**City of Conway, South Carolina**  
**Request for Qualifications for**  
**Stormwater Master Plan**

**Project Number: 2021-003-COCPW**



2940 Jerry Barnhill Blvd.

Conway, SC 29257

September 27, 2021

Submittal Deadline: October 15, 2021 at 11:00 AM

# REQUEST FOR QUALIFICATIONS

## 1. PROCUREMENT:

This RFQ is issued for the City of Conway, South Carolina.

## 2. TYPE OF CONTRACT:

A contract shall be awarded to the most qualified firm deemed reasonable to the City of Conway, utilizing standard contract form. Should it be impossible to negotiate a satisfactory contract, negotiations shall be formally terminated. It is the City's intention that the most qualified bidder be selected for this project.

## 3. FIRM RESPONSIBILITIES:

The selected firm shall be required to assume responsibility for all services offered under this proposal. Furthermore, the City shall consider the selected firm to be the sole point of contact for contractual matters, including payment of any and all charges resulting from the contract.

## 4. INCURRING COSTS:

The City shall not be liable for any cost incurred by firms prior to issuance of a contract.

## 5. RESPONSE DATE:

To be considered, statements of qualifications must arrive at the Procurement Department on or before the date and time specified in the cover letter. Firms mailing statements of qualification should allow normal mail delivery time to ensure timely receipt. Faxed submissions are not permissible.

## 6. ACCEPTANCE OF CONTENT:

The contents of the statement of qualification for the successful offeror may become part of the contractual obligations, if a contract ensues. Failure of a successful proposer to accept these obligations may result in cancellation of the award. All bids are to remain in effect for ninety (90) days from the date of bid opening.

## 7. GRIEVANCE:

Any offeror who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Department. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto provided that grievance has been made in accordance with the RFQ requirement. The Procurement Department will consult with the City Administrator to try and resolve the issue. If the protest is not resolved by mutual agreement, a decision will be issued in writing within 10 days after the last meeting to reach an agreement. If all attempts have failed to resolve the disagreement, the protester has the right to bring the issue to City Council.

## **SECTION 1: GENERAL SCOPE**

### **1. Overview:**

The City of Conway seeks a Comprehensive Stormwater Master Plan for the City of Conway. The City intends to use a U.S. Housing and Urban Development (HUD) Community Development Block Grant-Mitigation (CDBG-MIT) grant to fund a comprehensive Stormwater Master Plan to identify flooding issues, conduct an assessment of the existing stormwater system, develop and prioritize projects, and establish an implementation strategy for projects to mitigate against future flooding in the City of Conway. CDBG-MIT funding is limited and those competing for this project must have a thorough and demonstrated understanding of the constraints and limitations associated with CDBG-MIT funding.

The purpose of this master plan is to identify projects that reduce potential flood impacts to the City of Conway. The master plan will identify and prioritize a list of projects that include traditional infrastructure project and natural stormwater solutions that could include projects that remove existing structures from the landscape and reclaim natural areas. Each project must meet each of the following criteria:

- Meet the following definition of a Mitigation Activity: Activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life; injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future flood events.
- Benefit Cost Analysis (BCA) of greater than 1

The final plan deliverable must have the highest level of credibility based upon data-drive, expert analysis. Therefore, the City seeks an experienced firm that is familiar with these types of projects and can work within the intent of the program. The selected firm will provide comprehensive data analysis, which will stand intense public scrutiny, and the final product must be easily defensible due to its intellectual rigor. The outcome of this plan should allow and enable further grant allocations to execute the projects.

### **2. Deviations:**

Any deviations from the RFQ requirements indicated herein must be submitted in writing, clearly noted and explained in detail on a separate form and attached to the submitted statement of qualifications, otherwise it will be considered that items offered are in strict compliance with these requirements and successful offeror shall be held responsible therefore.

The City of Conway reserves the right to reject any or all statement of qualifications as well as to accept in whole or in part such statement of qualifications where it deems it advisable in protection of the best interest of the City. The City shall be the sole judge as to whether statements of qualifications submitted meet all requirements contained in this solicitation.

This solicitation does not commit the City of Conway to award a contract, to pay any costs incurred in the preparation of the statement of qualification, or to procure or contract for goods or services listed herein.

### **3. Freedom of Information Statement:**

Procurement information shall be public record to the extent required by Chapter 3 of Title 30 (The Freedom of Information Act), South Carolina Code of Laws, 1976, with the exception that commercial or financial information obtained in response to a "Request for Qualifications" which is privileged and confidential if so designated by the offeror shall not be disclosed. Such information must be clearly marked as "**CONFIDENTIAL**" by the offeror for each section of information so affected. Privileged and

confidential information in specific detail nor customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information. Examples of this type of information would include:

- a. Customer lists:
- b. Design recommendations and identification of prospective problem areas under a RFQ;
- c. Design concepts, including methods and procedures:
- d. Biographical data on key employees of the bidder/proposal.

## **SECTION 2: SPECIFICATIONS**

### **Scope of Engineering Services and Deliverables:**

1. Within 180 days of contract award, the selected firm will provide the City of Conway with a comprehensive Stormwater Master Plan that meets or exceeds the specifications outlined. The master plan will be posted on the City of Conway webpage, where it must stand public scrutiny and be easily defensible. The selected firm will present:
  - a. a formal briefing;
  - b. outlining the specifics of the priorities; as well as
  - c. recommendations to successfully mitigate the flooding issues.
    - i. Recommendations must include green infrastructure, if applicable.
2. Provide a weekly email update and a monthly in person progress review to the City of Conway's Public Works Department for the duration of the contract.
3. Conduct a workshop with City of Conway municipal officials to identify known areas of flooding or stormwater concerns.
4. Conduct a public meeting to allow the City's citizens to identify areas flooding or stormwater concerns. City personnel will attend the meeting.
5. Conduct a field inventory that will include surveying and documenting size, materials, conditions, and locations of existing drainage systems. Only after this action is accepted can the firm invoice for the first 20% of the overall contract.
6. Analysis:
  - a. Develop current hydrologic and hydraulic models, including but not limited to:
    - i. Rainfall – runoff; and
    - ii. Overland and pipe network flow.
  - b. Develop future conditions hydrologic and hydraulic models, which account for:
    - i. Future land cover.
    - ii. Future hydraulic setting.
    - iii. Changes in rainfall patterns.
    - iv. Problem area identification; and
    - v. Development of design criteria targets.
  - c. Provide a report and formal briefing to the City's Public Works Department. This requirement must be completed within 100 days of contract award. Only after this action is accepted can the firm invoice for the second 20% of the overall contract for a running total of 40%.
7. Alternative Analysis and Findings:
  - a. Create an alternative analysis to remedy the problem areas.

- b. Create Summary Report of findings, including but not limited to:
  - i. GIS Mapping layers for the City’s existing stormwater GIS.
  - ii. Summary of the existing drainage system.
  - iii. List of priority projects
  - iv. Documentation of methods; and
  - v. Technical data and related information.
- c. Develop a Sensitivity Analysis to study the impact of higher flood frequency events.
- d. Provide a preliminary report and formal briefing to the City’s Public Works Department. This requirement must be completed within 120 days of project award. Only after this action is accepted can the firm submit an invoice for an additional 10% of the overall contract for a running total of 50%.

**8. Project Recommendations:**

Develop and assess new projects that have not previously identified or proposed. These requirements must be completed within 150 days of contract award. Only after this action is accepted can the firm submit an invoice for an additional 10% of the overall contract for a running total of 60%.

- a. Prepare cost estimates for recommended improvements.
  - b. Conduct a Benefit-Cost Analysis on each of the prioritized projects and provide that dataset to the City’s Public Works Department. The Benefit-Cost Ratio of recommended projects should be 1.0 or greater.
  - c. Create a ranking system to prioritize projects.
  - d. Develop “what if” scenarios.
  - e. Attendance at meetings if needed, to explain concepts and proposals. Firm must be available for call meetings and in-person meetings within 24-48 hours.
9. Conduct a comprehensive assessment of the impact of the determined projects on the Low-to-Moderate Income community. Provide a report and a formal briefing to SCOR. This requirement must be completed within 150 days of contract award. Only after this action is accepted can the firm submit an invoice for an additional 10% of the overall contract for a running total of 70%.
10. Conduct the final deliverable and all-encompassing briefing within 175 days of contract award. Only after this action is accepted can the firm submit an invoice for the remainder of the contract.
- a. The final written report and in-person briefing must include: A review of the historical problems associated with systematic flooding associated disasters in the City of Conway to include the impact of sustained rainfall draining through surrounding water basins.
  - b. A review of the planning parameters associated with this specific assessment and its direct tie to CDBG-MIT funding for mitigation.
  - c. Coordination with all applicable agencies and organizations who are stakeholders in the plan area. As a minimum, this will include the US Army Corps of Engineers, any and all watershed management agencies or civilian equivalent, the State Department of Transportation, Department of Natural Resources, Department of Health and Environmental Control, Department of Parks Recreation and Tourism, South Carolina Department of Agriculture, and county and local jurisdictions affected.
  - d. A comprehensive listing of all projects considered within the parameters of the strategy as well as a thorough review and definition of each screening criteria used to arrive at the recommended projects.
  - e. A prioritized list of recommended construction projects resulting from the analysis, each in terms of the highest probability of success against future disasters and their specified budget estimations.

- f.** A Benefit-Cost Analysis of each project which reflects the benefit achieved by conducting the project and its direct impact upon Low- to-Moderate Income communities. See Exhibit 1.
- g.** Based upon the final prioritized list of projects, a list of homes, including addresses, inside the plan area that would be impacted by any recommended infrastructure construction projects and if they are recommended for potential buyout.
- h.** A qualitative and quantitative impact statement upon a Low-to-Moderate Income population that each construction project will resolve concerning future disasters.
- i.** A holistic risk assessment of each distinct proposed construction project.
- j.** Estimate the project delivery cost including all aspects of federal, state, and local permitting as well as all environmental considerations and concerns for each prioritized project.
- k.** An analysis of each prioritized project and the benefit it provides for Low-to-Moderate Income citizens in the City of Conway concerning future flood events.
- l.** A general topographic schematic of the proposed projects.

Unless otherwise directed, all briefings will be conducted at the City of Conway City Hall, located at 229 Main Street, Conway, SC 29526

### SECTION 3: SUBMITTAL INFORMATION

Submittals shall include, at a minimum, information required in the solicitation, responses to all selection criteria required by the SC Consolidated Procurement Code (found in Chapter 4 of the OSE Manual) and the following:

1. Firm's staffing proposal for this project to include:
  - a. Staffing diagram; and
  - b. Names and resumes of staff working on project
2. Firm's listing of completed flood mitigation studies performed within the last 5 years with Executive Summary. Include staff involved in the assessment.

The City of Conway reserves the right to reject any and/or all statements of qualifications when such rejection is in the best interest of the City of Conway to reject the statement of qualification of the offeror who has not met the prerequisites on the RFQ, who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject statements of qualifications is, in the opinion of the City of Conway, in a perform contract. All offerors must have a city license, as required by city ordinances, in order to participate.

**THE CITY OF CONWAY RESERVES THE RIGHT TO WAIVE IRREGULARITIES AND TO REJECT ANY AND ALL STATEMENTS OF QUALIFICATIONS.**

#### **Submittal Format:**

Provide one (1) electronic copy on USB flash drive, one (1) copy with original signatures, and five (5) printed copies to the City of Conway's Public Works Department. Submittals may be hand delivered to: 2940 Jerry Barnhill Blvd., Conway, SC 29527

or mailed to:

Attention of Brandon Harrelson, PO Drawer 1075, Conway, SC 29528

Printed submittals must be clearly labeled on the outside of the envelope with the following wording: "RFQ2021-003--COCPW *Plans and Studies Services Submittal for Community Development Block Grant Mitigation (CDBG-MIT)*" and the City Project Name and Number. All late submittals will be rejected. The City of Conway is not responsible for late submissions caused by delays in mail delivery or a delay in any other method of delivery.

Print size shall be 12 pt. font minimum, on 8½ by 11 paper, double-sided and must include all of the information required in this RFQ and may include any additional information that the A/E deems pertinent to the understanding and evaluation of its response.

Provide a cover page that includes: Company Name, Address, Point of Contact (Email Address and Phone Number); RFQ21-0001-COC Plans and Studies Services for Community Development Block Grant Mitigation (CDBG-MIT); DUNS Number, Date of Submission, and include the signed certification below:

**I certify that this submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response to this RFQ, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the RFQ and certify that I am authorized to submit this response.**

\_\_\_\_\_

*Authorized Signature (Print)*      *Authorized Signature w/ Title*      *E-mail Address*

Electronic submittals must be delivered on a USB flash drive along with one original and five printed copies to the City of Conway Public Works Department at 2940 Jerry Barnhill Blvd., Conway, SC 29527 or by mail: PO Drawer 1075, Conway, SC 29528 to the attention of Brandon Harrelson.



**Submittal Deadline:**

Deadline for submission: Friday, October 15, 2021 at 11:00 AM to the City of Conway Procurement Department the following:

- 2940 Jerry Barnhill Blvd., Conway, SC 29527, Attention: Brandon Harrelson.

**Statement of Qualification Format:**

1. **Qualifications and Experience of Firm:** History and organization of the firm that will enter into the contract, location of the office or offices where the work will be performed. Include the name and title of the person that is authorized to enter into a master contract agreement.

Provide a narrative of your firm’s prior experience and qualification as it pertains to the scope of work and provide a list of projects with similar scopes.

Provide an indication as to your firm’s familiarity with the project location.

1. **Project Team:**

Provide a list of the project team members that will be used and identify their role in the project. Provide a brief resume for each person listed on the project team.

2. **Experience with applying for and working on Grant funded projects:**

Provide a list and/or summary of grant funded projects that the firm has been associated with and list details of funding and project scopes.

3. **Overall Experience with similar projects:**

4. Provide a summary of the firm’s overall experience with similar projects including 3 specific related projects.

5. **References:**

Provide the name, address and telephone number of at least three references familiar with the quality of work done by your firm of similar nature as contained in the project scope of work.

6. **Liability Coverage:**

The successful firm shall provide certificates of all required insurance(s), including worker's compensation, premises liability and general liability. Worker's compensation shall include a minimum limit of \$100,000 and comprehensive general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence. Insurance shall indemnify the City of Conway against any and all claims arising under or as a result of the performance of the contract. The City of Conway shall be named as an additional insured on all liability policies. The City of Conway must be provided thirty (30) days’ notice prior to cancellation,

modification or reduction in limits of any stipulated insurance.

**Evaluation Criteria:**

The following criteria will be used in evaluating the statement of qualifications and awarding a contract:

- Qualifications of the firm’s staff assigned to work on this project (30 points)
- Experience with applying for and working on grant funded projects (30 points)
- Overall experience with similar projects (20 points)
- Project approach (10 Points)
- References (10 Points)

Qualifications will be ranked on what has been submitted. The City will rank all responsive offers and select the firm that is considered to be the most advantageous to the City. If contract negotiations with the selected firm are unsuccessful, the City will discontinue the negotiations and begin negotiations with the second highest ranked firm.

**RFQ Revisions and Questions:**

Any revisions to the RFQ will be issued as addenda by the City of Conway on its website at [www.cityofconway.com](http://www.cityofconway.com). All questions must be submitted no later than October 5, 2021 by 4:00 PM by email to Brandon Harrelson at **[bharrelson@cityofconway.com](mailto:bharrelson@cityofconway.com)**. Answers to submitted questions will be posted as addenda on the City of Conway’s website by October 7, 2021 by 4:00 PM. It is the bidder’s responsibility to check the website for any updates pertaining to this RFQ and should not rely on verbal information received regarding this RFQ.

## **REQUIRED FORMS**

Signed Statement of Qualification form

Indemnification Form

Non-Collusion Affidavit

Copy of Required License

Insurance Papers

Acknowledgement of Addenda (if any)

Exhibit 1

**Required Form**



**INDEMNIFICATION**

**(This form is Part of the Response)**

The Offeror/Contractor will indemnify and hold harmless the **OWNER**, the **City of Conway** and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the **WORK** provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting there from, and is caused by any negligent or willful act or omission of the Offeror/Contractor, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable.

In any and all claims against the **OWNER**, the **City of Conway** or any of their agents or employees by an employee of the Offeror/Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Offeror/Contractor under the workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of the Offeror/Contractor under this paragraph shall not extend to the liability of the City of Conway or its agents or employees arising out of the reports, survey, CHANGE ORDERS, designs, or SPECIFICATIONS.

OFFEROR/CONTRACTOR: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**Required Form**

**NON-COLLUSION AFFIDAVIT FORM**

**(This form is Part of the Response)**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

CITY OF CONWAY

\_\_\_\_\_  
Being duly sworn, disposes and say that he/she is

\_\_\_\_\_  
(Sole Owner, a Partner, President, Secretary, etc.)

of \_\_\_\_\_  
the party making the foregoing Proposal that such proposal is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived, or agreed, directly or indirectly with any PROPOSER or person , to put in a sham proposal, or that such other person shall refrain from proposing and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to sought by agreement or collusion, or communication or conference, with any person to fix the proposal of affiant or any other PROPOSER or to fix any overhead, profit or cost element of said Proposal or of that of any other PROPOSER or to secure any advantage against OWNER any person interested in the proposed contract; and that all statements in said Proposal are true ; and further, that such PROPOSER has not , directly or indirectly submitted this Proposal, or the contents thereof , or the contents thereof, or divulged information or date relative thereto any association or to any member or agent thereof.

\_\_\_\_\_  
Proposer

Sworn to and subscribed before this \_\_\_\_\_ day of \_\_\_\_\_, 2021 \_\_\_\_\_

Notary Public for South Carolina

My Commission Expires \_\_\_\_\_

**Required Form**

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**ACKNOWLEDGEMENT OF ADDENDA**

Proposer hereby acknowledges receipt of all Addenda through and including:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Company \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

## Required Form

### Exhibit 1

#### Benefit-Cost Ratio

The benefit-cost ratio is defined as the benefit divided by the estimated cost. This ratio is an expression of the moneysaved by implementing a project as opposed to the costs occurred by not implementing the project. A ratio less thanone means the project will cost more to implement than it will save. Any ratio equal to 1 or higher justifies the projectfrom a pure financial viewpoint.

The ratios are then sorted by quartile to award points as shown in the table below. This will weaken the cost-benefitratio defined by a single value to account for the larger picture of the project, account for error from assumptions andmethodologies and be appropriate for the stage of most projects.

<i><b>Benefit-Cost Ratio Quartile</b></i>	<i><b>Points</b></i>
0-25%	0
25-50%	7
50-75%	13
75-100%	20

## Example BCA Quartile Worksheet

	Project ID	Project Name	Benefit	Cost	BCA	Score
20	350	Project Example 12	\$707,152	\$3,419,000	0.2	0
14	428	Project Example 99	\$1,279,630	\$2,554,930	0.5	0
7	16	Project Example 52	\$4,443,738	\$7,232,993	0.6	0
22	74	Project Example 81	\$3,419,958	\$4,411,000	0.8	0
13	88	Project Example 40	1410000	1570000	0.9	0
6	96	Project Example 89	\$1,898,125	\$1,769,133	1.1	7
2	38	Project Example 65	\$3,288,705	\$1,984,941	1.7	7
9	83	Project Example 10	\$8,290,905	\$4,904,555	1.7	7
18	199	Project Example 83	\$2,142,944	\$1,266,000	1.7	7
5	64	Project Example 19	\$6,427,759	\$2,543,328	2.5	13
3	54	Project Example 3	\$6,030,940	\$2,095,395	2.9	13
17	198	Project Example 48	\$2,239,562	\$715,000	3.1	13
4	55	Project Example 72	\$3,562,620	\$894,070	4.0	13
11	85	Project Example 50	12800000	3090000	4.1	20
10	104	Project Example 12	\$6,424,352	\$1,490,188	4.3	20
16	197	Project Example 20	\$5,704,992	\$1,004,400	5.7	20
1	19	Project Example 7	\$408,932,721	\$14,138,490	28.9	20