



Town of Bluffton Request for Qualifications RFQu # 2021-25 As Needed Materials Testing and Inspection Services

1. PURPOSE

The Town of Bluffton is soliciting statements of qualifications from firms to provide **as-needed quality control testing as required by the Town**. The purpose of this RFQu is to select an engineering firm or firms to perform field and laboratory quality control testing to comply with project specifications, and to perform site inspections as needed to supplement those performed by the Town-appointed civil engineer.

Such inspection and testing occur during civil engineering and may include areas such as: topsoil excavation, soil remediation and structural fill, density testing, concrete sampling, concrete test cylinders, compressive strength tests, asphalt placement, asphalt bulk sampling, provision of written test results.

2. SOLICITATION TERMS and CONDITIONS

Proposers' Responsibility

While the Town has used considerable efforts to ensure an accurate representation of information in this RFQu, each prospective Proposer is urged to conduct its own investigations into the material facts and the Town shall not be held liable or accountable for any error or omission in any part of this RFQU.

Addenda

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. The Town will not be responsible for any oral representation given by any employee, representative or others. It is the Proposers responsibility to check the Town of Bluffton Purchasing web site for any addenda issued. Proposers must acknowledge their bid is subject to all addenda issued by entering the total number of addenda in the place so indicated on the Signatory Sheet, attached.

Questions and Inquiries

Questions and inquiries regarding this solicitation shall be submitted to the Project Manager via email or online via Vendor Registry no later than:

2:00 pm on Thursday, November 12, 2020

Patrick Rooney

prooney@townofbluffton.com

or online via Vendor Registry

Submittal of Qualification Statements

Response packages shall be received by or prior to:

2:00 pm on Monday, November 23, 2020

The closing date and time shall be scrupulously observed. Packages shall be **PDF format submitted electronically through the Vendor Registry portal**. Click the large red **SUBMIT BID** tab to upload the RFP response.

Public Opening of Packages

A public opening will be held 5 minutes following the submittal deadline via online bid opening. The bid opening will be held via Zoom at the following link:

<https://zoom.us/j/93729357169?pwd=QW1vU1NkMDFYVlIzak9NZlFEMVptZz09>

Meeting ID: 937 2935 7169

Passcode: 6TwzJM

The name of Offerors submitting responses shall be read aloud and recorded. In the case of an Invitation for Bid, the total price offered may also be announced. An Intent to Award notification shall be posted on the [Town of Bluffton's Purchasing webpage upon final determination](#).

Late Submittals

Under no circumstances shall proposals be delivered after the time specified. The Town will not be responsible for late deliveries or technical difficulties with Vendor Registry. It is the Proposer's sole responsibility to ensure that submittals are complete and delivered timely. Oral offers or offers by facsimile or email are not acceptable.

Restricted Discussions

All prospective Proposers are hereby instructed not to contact any member of the Town of Bluffton Council, the Town Manager, nor Town of Bluffton staff members other than the named point of contact contained herein or the Town Purchasing & Grants Administrator regarding this opportunity during the solicitation process. Any such contact may be cause for rejection of your submittal.

Acceptance / Rejection

The Town reserves the right to accept or reject any or all submissions. The Town also reserves the right to waive any irregularities, informalities, or technicalities and may at its discretion, request a new solicitation.

Receipt of a submission does not indicate that the Town of Bluffton has pre-determined a company's qualifications to receive an award or contract. Such determination will be made after the opening and will be based on the Town's evaluation of the proposals compared to the specific requirements and qualifications of a firm as contained and described in this document.

Proprietary and/or Confidential Information

A solicitation response is a public document under the South Carolina Freedom of Information Act (FOIA) except as to information that may be treated as commercial, financial, or privileged and confidential as defined by S.C. Code Section 11-35-410. Proposers should mark the pages containing any commercial, financial, or privileged and confidential information as "PROPRIETARY".

3. SCOPE OF SERVICES

This Scope of Services defines the minimal acceptable performance by the proposer in providing the defined services at all the identified locations and related areas identified below. The successful offeror will demonstrate in its proposal the ability to perform these services for the Town of Bluffton. Proposers are encouraged to propose

alternate approaches and/or enhancements to the process as part of the methodology and approach of the submittal package.

Scope of Work

Construction Testing

- Observe and document the removal of topsoil and any other deleterious materials from within a construction area, including quantifying the over-excavation of unsuitable materials when they are identified.
- Observe proof rolling of areas to receive structural fill and make recommendations for any remedial action if unstable conditions are observed.
- Perform laboratory classification and proctor testing of structural fill and utility backfill.
- Perform density testing of structural fill and utility backfill
- Collect samples of fresh concrete during concrete placement and perform field testing to verify the temperature, slump, and air content, as well as cast test cylinders for compressive strength verification.
- Collect the concrete testing cylinders within twenty-four hours after casting for proper curing.
- Perform laboratory compressive strength testing of concrete cylinder specimens.
- Monitor asphalt placement during paving, including establishing a roller pattern, verifying temperature of the asphalt periodically during delivery, and verifying the laydown rates.
- Collect bulk samples of asphalt during paving operations and perform laboratory testing as required by the project specifications to determine asphalt cement content, aggregate gradation, and bulk or maximum specific gravity.
- Perform nuclear density testing of the asphalt mat upon completion of each asphalt course.
- Extract core samples of finished pavement (intermediate and surface courses) for determination of thickness and density.
- Attend weekly meetings while earthwork, utility backfill, concrete and asphalt paving operations are underway.
- Perform materials testing and inspection services to assure all construction within SCDOT rights-of-way always meets the relevant SCDOT standards and specifications. The inspection services will be performed in conjunction with, and as a supplement to, those performed by Town appointed civil engineers and will include the recording of all material testing performed and inspections made. Contractor will work closely with the Town, the civil engineer, and the Contractor to ensure the work is adequately covered, and to avoid overlap with the inspections to be performed by the civil engineer's representative. The inspections shall be completed to verify materials used, certifying they meet the appropriate SCDOT specifications, inspecting and verifying RCP pipe is constructed to line, grade, with actual installed linear footages, with notes relative to the quality of workmanship and efficiency. Existing pipe, where tie-ins occur, will be checked for condition and documented accordingly.
- Provide formal reports after inspections and testing is performed. Reports will be submitted via electronic mail to the Town on a weekly basis for the previous week's efforts (unless an alternate schedule is requested).

Insurance

The awarded vendor shall provide and maintain at all times during the term of the contract, without cost or expense to the Town, policies of insurance, with a company or companies authorized to do business in the State of South Carolina, and which are acceptable to the Town, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for a timely provision of certificate(s) of insurance to the Town at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Town within five (5) working days of such request and must be received and accepted by the Town prior to contract execution and/or before any work begins.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with

the following minimum limits:

Workers Compensation – The Selected Vendor shall agree to maintain Worker’s Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – The Selected Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability (if applicable) – The Selected Vendor shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

Additional Insured Requirements – Except as to Workers’ Compensation and Employers’ Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed as follows:

Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as additional insured

The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

Delivery and Completion of Work

The Town will use the Proposer’s estimate to develop a period of performance for work to be completed. This period of performance may be adjusted at the Town’s discretion. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the Proposer(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the Proposer shall notify the Town of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the Town.

Contractors/Subcontractors to be Satisfactory to Town Of Bluffton

The Contract will not be awarded to any Proposers who have failed in any contractual obligations to the Town, or who has on any previous contract performed in a manner unsatisfactory to the Town, either as to the character of the work, the fulfillment of guarantees or the time consumed in its completion. Subcontractors shall also be satisfactory to the Town. Proposer shall identify intended Subcontractors; Subcontracts shall include all Federal, State, local regulatory and other Agency requirements, as well as the insurance requirements of the prime contract between Contractor and the Town.

Compliance

Proposers, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Proposers will not participate directly or indirectly in the discrimination prohibited by

Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. This includes FHWA or FTA specific program requirement.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the 1964 Civil Rights Act (42 U.S.C. 2§000 et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601) Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects;
- The Federal-aid Highway Act of 1973, (23 U.S.C. §324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (42 U.S.C. §47123), as amended, (prohibits discrimination on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (P.L. 100-209), (Broadened, the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendment of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.).

Proposers shall at all times comply with all applicable wage and hour acts, including but not limited to the Fair Labor Standards Act (FLSA) (29 U.S.C. 201 et seq); the Davis-Bacon Act (40 U.S.C. 3141 et seq.); McNamara-O'Hara Service Contract act (41 U.S.C. 351 et seq); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq); Walsh-Healy Public Contracts Act (41 U.S.C. 35 et seq); Copeland Anti-Kickback Act (40 U.S.C 3145).

Proposers shall at all times comply with the Occupational Safety and Health Act (OSH Act)(29 U.S.C. chapter 15) and the South Carolina OSHA-approved state plan, which covers most private sector workers and all state and local government workers.

Proposers shall make best efforts to ensure that minority and disadvantaged businesses are offered a fair opportunity to fully participate in the overall procurement of subcontracted goods and services.

Acceptance of Services

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the Town and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the Town reserves the right to terminate the contract and will not be responsible to pay for any such service.

4. SUBMITTALS and FORMAT

By submitting a statement of qualifications, the firm certifies that it has full knowledge of the scope, nature, and quality of work to be performed. Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the scope of work.

The Town reserves the right to award a contract pursuant to this RFQU without further discussion with proposers. Therefore, it is important that each submittal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible. Failure to provide the requested information will render your proposal as non-responsive.

Packages shall be **PDF format submitted electronically through the Vendor Registry portal**. Click the large red **SUBMIT BID** tab to upload the RFP response.

The contents of the proposal shall include the following:

A. Signatory Sheet

Attached.

B. Letter of Transmittal

Limit to one (1) or two (2) printed pages.

- Briefly state the firms understanding of the work to be done and the commitment to perform the work.
- Give the names of the persons who will be authorized to make representations for the firm, their titles, and contact information. Identify the person who will be the overall project manager and the Town's primary point of contact. Identify the person who will be in charge of the design and permitting phase of the project and provide any relevant licenses.

- The letter must be signed by an authorized representative of the company who has the authority to commit the company to their proposal as submitted.

C. Firm's Profile and Qualifications

- Prospective respondent principals, partners or officers must have a minimum of ten (10) years' experience performing testing services and/or consulting services for governmental agencies or private organizations.
- If prospective respondents hold professional licenses, please submit. Any licenses held in South Carolina shall be in good standing.
- Prospective respondents shall possess a Town of Bluffton business license prior to award and execution of contract.

D. Firm's Past Performance

- Provide a list of litigation history of the firm for the past 5 years.
- A minimum of five references including each client's project manager, with telephone number and e-mail address. Include a description of the project objectives and size, scope of work, dates, contract amounts, and lessons learned.

E. Project Team Profile

- Provide a resume and relevant work experience for the project team member who will be assigned to support this contract along with an organizational chart (including sub-consultants). The following MUST be included for each team member, including sub-consultants:
 - Title
 - Roles and responsibilities on this project
 - Education / degree(s)
 - Experience (include years with current firm)
 - Professional registrations and certifications, listing applicable state(s)
 - Office location
 - Role in past projects of this type
- Provide a description of available backup personnel and their office location as well as project specific resources your firm would employ to accomplish the given objectives of the project.

F. Pricing Table

Provide a table of job titles and the hourly rate associated with that title. For any resulting contracts, the rates will remain in place for the first twelve (12) calendar months. Contract holders will be able to provide notice of any rate increases 90 days before the renewal period to be effective with the renewal upon mutual agreement by the parties.

5. EVALUATION, SELECTION, NEGOTIATION and AWARD

The Town of Bluffton procurement code will be followed to secure the awarded firm. The contact listed within this solicitation, in coordination with the Purchasing Administrator, will be the coordinator for the selection process and the sole point of contact for all respondents. In addition to the materials provided in the written responses to this RFQu, the Town may utilize site visits or may request additional material, information, interviews, presentations or references from the respondent(s) submitting qualification packages.

A. Evaluation Criteria

A points system will be given to each criteria listed through the identified weighting system:

EVALUATION CRITERIA	MAX POINTS
Firm's Profile and Qualifications	35
Past Performance	25
Project Team Profile	15
Pricing Table	25
TOTAL POSSIBLE POINTS	100

B. Evaluation Method

All responsive submittals will be reviewed and evaluated by a Review and Selection Team. This committee approach will require selected staff to evaluate the submittals through the following processes:

- Individually provide a detailed review and thorough evaluation of each submittal;
- Individually score each submittal utilizing the scoring method given;
- Combining the scores of each individual team member to form an overall team score;
- Eventual participation in a team discussion, including in-depth evaluations and group interaction after individual review and scores are achieved.

The Town reserves the right to request additional information and/or clarification of any information submitted by any respondent at any time during the evaluation process. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services as requested. The Town reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to background investigations.

C. Selection Method

The Review and Selection Team shall schedule the top ranked firms for presentations / interviews.

The Town may choose to conduct oral interviews with, or receive oral presentations from, one or more of the Proposers. If the Town chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. The Town will not be liable for any costs incurred by a Proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

The Selection and Review team will rank all complete submittals received and/or formal oral presentations/interviews in order of preference and outcomes will be based on the determination of which firm(s) will meet the highest qualifications as it pertains to the requirements of the scope of work.

D. Negotiations

The Town reserves the right to negotiate a final agreement with the top ranked proposal(s) that meets the needs of Town of Bluffton.

E. Award and Contract

Award will be made in accordance with the Town of Bluffton's purchasing policy and procedures. A contract resulting from an award shall be the Town of Bluffton's purchase order and/or contract, containing the Town's terms and conditions. A sample of the contract has been attached to this solicitation

for viewing. Contracts from firms submitting a proposal will not be accepted. The Town reserves the right to negotiate more than one master services agreement resulting from this solicitation.

Attachments

1. Signatory Sheet
2. Sample Town of Bluffton Agreement



TOWN OF BLUFFTON

SOLICITATION NO: 2021-25
ISSUED BY: Patrick Rooney
EMAIL: prooney@townofbluffton.com

SUBMITTAL PACKAGES DUE:
CLOSING DATE: Monday, November 23, 2020
CLOSING TIME: 2:00 p.m.

FAX / E-Mail not accepted

PROJECT TITLE & DESCRIPTION: As-Needed Materials Testing and Inspection

ACKNOWLEDGEMENT OF ADDENDA: This bid is submitted subject to Addenda numbers ____ through ____.

THIS FORM MUST BE SIGNED TO BE CONSIDERED FOR AWARD

COMPANY NAME:

DATE:

MAILING ADDRESS:

PHONE:

FAX:

CITY:

STATE:

ZIP:

SSN OR FEDERAL TAX NO:

TITLE OF AUTHORIZED REPRESENTATIVE:

E-MAIL:

WEB URL:

AUTHORIZED SIGNATURE:

PRINTED NAME:

By my signature I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response to this solicitation for the services to be provided, and is in all respects true, accurate and without collusion or fraud. I certify that pricing submitted is valid for 90 days from the date of submittal.