



**THE TOWN OF SUMMERVILLE
REQUEST FOR PROPOSALS
Urban Forestry Master Plan**

**Closing Date and Time:
June 28, 2022 - 2:00 p.m.
Contract Award: July 8, 2022**

The Town of Summerville, South Carolina is soliciting proposals from consulting firms interested in assisting the Town with developing an Urban Forestry Master Plan as outlined in its Urban and Community Forestry Grant #2021-U02 awarded by the South Carolina Forestry Commission on behalf of the USDA Forest Service. The scope of the project is to develop an Urban Forestry Master Plan to provide a framework for the Town to effectively manage and maintain the urban and community forest as a sustainable asset, consistent with the values and needs of the community, while maximizing its ecological, social, health, and economic benefits.

The master plan will help create a better understanding of the Town’s tree maintenance needs; prioritize tree removal and planting; plan for short-term and long-term staffing and funding needs; develop risk management and hazard mitigation strategies; and allow the Town to advocate and advance the myriad of benefits that trees provide to the community.

BACKGROUND

The Town of Summerville, known as the “Flowertown in the Pines,” was incorporated in 1847 in order to adopt a tree protection ordinance. The urban forest continues to be an important asset to the Town; however, significant growth has and continues to negatively impact the tree canopy coverage of the Town.

The Town has been designated as a Tree City USA for over 40 years, and in 2015, the Town adopted a Green Infrastructure (GI) Plan led by the Green Infrastructure Center and funded through the SC Forestry Commission and the US Forest Service. The GI Plan included an Urban Tree Canopy (UTC) Assessment along with a range of objectives and tasks related to maintaining and increasing tree canopy. While certain objectives have been achieved, such as hiring an arborist and making changes to the tree protection ordinance, the threat from development continues.

Participating in another grant project led by the Green Infrastructure Center, the Town was able to have an updated UTC assessment completed in 2020 along with additional GIS analysis to identify ecosystem service benefits and possible planting locations. A tree planting campaign, “Summerville Roots for Trees,” was also developed and a goal of no net loss of tree canopy was established.

SCOPE OF WORK

The planning process will be led by a consultant in coordination with Town Staff, utility providers, the Town's Tree Protection Board, and other local community organizations. The following scope is a framework for the overall process that can be refined as needed:

- Meet with Town Staff to develop an outreach plan to engage the community to determine the public's needs and desires for the urban forest.
- Implement the public engagement process with community stakeholders, citizens, businesses, developers, and other interested parties. This may involve surveys, email, focus groups, interviews, etc. Town Staff and volunteers will be able to handle in-person events as needed. The data/information collected during public outreach should be analyzed and incorporated into the master plan.
- Meet with Town Council and Citizen Boards/Committees to assess the importance of urban forestry and the desired functions of the urban forest.
- Review existing UTC assessments (2015 and 2020), data analyses, as well as current plans (Comprehensive Plan, GI Plan). Assess and evaluate the current ordinances, policies, and procedures affecting the urban forest.
- Review the current and future threats and opportunities to the urban forest, specifically associated with development trends' effects on existing trees and what options exist to best protect and replace the existing tree canopy with new development.
- Provide general recommendations to increase operations efficiencies, reduce costs and risk mitigation, and promote better coordination between departments, decision makers and the community at large.
- Identify and evaluate other resources including other governmental entities and nonprofit partners that can contribute to the success of the growth and sustainability of the Town's urban forest.
- Compile best practices for community outreach and engagement to support expansion and maintenance of the urban forest.
- Prepare a plan document with appropriate and effective graphics that presents the content in a concise, readable, and engaging style. The plan should include a framework of short-term and long-term actionable goals, objectives, recommendations, and strategies that mesh with the Town's overall goals and priorities. Funding possibilities and resource needs should be identified where possible.
- Define metrics to measure success and keep the plan updated and useful for the long-term.

DELIVERABLES

The Urban Forestry Master Plan should be a user-friendly document available in both written and digital form, containing high quality graphics, charts, and maps. The plan should include an executive summary or other such document/section that can be easily and widely distributed and a summary of data gathered from engagement activities. A digital copy of the final draft document and the final approved plan in both PDF and other editable word processing program, preferably Word or InDesign shall be provided along with a summary PowerPoint for presentation to Town Council and other groups.

RESPONSE TO REQUEST FOR PROPOSAL

The response to this RFP shall contain the following elements:

- Statement of Understanding of Scope
- Qualifications of personnel and their role in the project
- Schedule (project must be completed by July 2023)
- Cost estimate

SELECTION CRITERIA

1. Professional Qualifications and Relevant Experience – up to 20 points maximum
2. Proposed Methodology and Scope of Work– up to 30 points maximum
3. Management Plan and Timetable – up to 30 points maximum
4. Cost of Project- up to 20 points maximum

Proposals must be submitted to: Attn: Jessi Shuler, Director of Planning, Town of Summerville, 200 South Main Street, Summerville SC, 29483 in a sealed envelope clearly marked, “**URBAN FORESTRY MASTER PLAN PROPOSAL**”. Submit one (1) original and six (6) copies of the proposal as well as a digital copy as a CD-ROM, USB drive or email the digital copy to jshuler@summerville.sc.gov.

Offers by telephone or fax will not be accepted. Respondents are cautioned that they are responsible for delivery of the proposals to the correct address listed above. This office will not be responsible for deliveries made to any place other than the specified address. It is the sole responsibility of the bidder to ensure their proposal reaches the Town in a timely manner. The Town shall not be responsible for late deliveries or mail delays.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.

June 28, 2022 – 2:00 p.m.

For further information, contact Jessi Shuler at the above address or by telephone at (843) 851-4217 or email at jshuler@summerville.sc.gov.

Potential consultants shall provide proof of these qualifications as well as examples of similar work completed. The Town will evaluate proposals and select the consultant based on the following criteria:

A) Professional Qualifications and Relevant Experience:

Proposals will be evaluated for the consultant’s relevant educational background and a description of similar projects that the consulting firm/team has conducted for similar communities, including relevant Urban Forestry Master Plans, Urban Forestry Management Plans, and/or urban forestry planning projects. Resumes of key personnel including appropriate contact information and at least three examples of recent relevant projects are required to be submitted.

B) Proposed Methodology and Scope of Work:

Proposals will be evaluated on the stated approach to the work demonstrating the basic understanding of the requirements of the project. A detailed description of work tasks associated with each phase of the work, a preliminary assignment of key personnel and the timeframe associated with each task. The proposal must demonstrate that the consultant understands the requirements of the Town of Summerville.

C) Management Plan and Timetable:

Proposals will be evaluated for the consultant’s stated approach to managing the project, giving appropriate attention to project tasks, and the overall proposed timetable for the project. This should also include anticipated dates for delivery of interim and final deliverables.

D) Cost of Project:

Proposals will be evaluated based in part on the overall cost for the project. An itemized list of all proposed direct expenses for the project including: travel, per Diem expenses, printing, etc. The consultant’s proposal shall be the total cost as a lump sum. Also provide a fee schedule for supplemental charges that would be charged for additional unforeseen work tasks beyond those proposed/anticipated in the Proposal, should such services be required, such as: fees for conducting additional meetings with

Town staff/general public; additional trips to and from Summerville; additional iterations/revisions of product deliverables outside of the original scope. Provide per-occurrence, per-unit, or per-hour rates, as appropriate, for such additional services.

The proposal must include all information requested in the RFP. Failure to do so may be cause for rejection of the proposal. The Town reserves the right to reject any or all proposals and to award the contract based on the established criteria and according to the proposal that best serves the interest of the Town.

TYPE OF CONTRACT

The Town intends to sign a lump sum contract with one consulting firm for the outlined services. To the extent that firms choose to make joint proposals, one firm must be designated the lead firm to sign the contract and be the point of contact with the Town. The Town reserves the right to reject any or all proposals and to waive minor informalities and technicalities to make a selection, if any, based solely on the best interests of the Town. Any contract entered will require the incorporation of the terms and conditions stated in this Request for Proposal, and all documents referenced in this RFP as well as the RFP itself will be incorporated into the final contract between the Town and the successful bidder.

PREPARATION OF PROPOSAL

All proposals should be complete and carefully worded and must convey all the information requested by the Town. Applicants will be scored by a staff panel, pursuant to the selection criteria listed on page 3 and explained on pages 3 and 4.

QUESTIONS

Every effort has been made to ensure that all information needed by interested firms is included herein. If a firm finds that it cannot complete a proposal without additional information, it may submit questions, in writing, to the Town of Summerville Representative. No negotiations, decisions or actions shall be initiated by any firm or potential firm as a result of any verbal discussion with any Town of Summerville representative or employee.

All questions in connection with this proposal shall be directed to the Town of Summerville Representative: Jessi Shuler, 200 South Main Street, Summerville, SC 29483, jshuler@summervillesc.gov.

The deadline for question submittal will be 5:00 p.m. on Monday, June 20, 2022.

PROFESSIONAL LIABILITY COVERAGE

The firm shall submit with its proposal evidence that it has or can obtain professional liability coverage in an amount not less than one million dollars and that said coverage includes, but is not limited to the scope of work.

TIMEFRAME

Selection of the consultant will be completed by July 8, 2022. A draft of the Urban Forestry Master Plan shall be submitted by the consultant not later than March 1, 2023, and the final draft shall be completed not later than May 31, 2023.

TERMINATION BY THE TOWN

In the event no funds or insufficient funds are appropriated and made available for payments due to any contract entered, then the Town shall immediately notify the firm of such occurrence, and this contract so entered shall create no further obligation of the Town as to such current or succeeding fiscal year and shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, any contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the Town of any kind whatsoever. No right of action or damages shall accrue to the benefit of the firm as to that portion of any contract entered that may so terminate. The Town shall provide the successful firm with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described immediately above, the firm shall not prohibit or otherwise limit the Town's or the State's right to pursue and contract for alternate solutions and remedies as deemed necessary by the Town or the State for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend any contract entered.

APPROVAL OF USE OF NAMES

The firm shall not have the right to include the Town names in its published list of customers without prior approval. With regard to news releases, only the name and duration of contract may be used and then only with prior approval of the Town. The firm agrees not to publish or cite in any form any comments or quotes from the Town Council members, officials or staff. The firm further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by the Town.

COMPLIANCE WITH CODES, ORDINANCES, INDUSTRY STANDARDS

During the term of any contract entered, it shall be the firm's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards. The contracted firm will also be held professionally liable for the work of any utilized subcontractors and shall provide assurances that such personnel will devote sufficient time to properly carry out the designated scope of project work.

The firm and any and all subcontractors of the firm shall have a Town of Summerville business license before work begins. In addition, the selected firm will be required to submit form W-9 and a Certificate of Liability Insurance with the Town of Summerville listed as the Certificate Holder before work begins or any payment is rendered.

ASSIGNMENT

No contract or its provisions may be assigned, sublet or transferred without the written consent of the Town.

SAFETY PRECAUTIONS

The Town assumes no responsibility with respect to accidents, illness or claims arising out of any work undertaken with the assistance of funds paid under the contract. The firm shall take necessary steps to insure or protect itself and its personnel. The firm agrees to comply with all applicable local, state, and federal occupational and safety acts, rules and regulations. The Town will require proof of Worker's Compensation coverage prior to the commencement of project work.

EMPLOYMENT OF PERSONNEL

In all hiring or employment made possible by or resulting from the contract and in accordance with 45 CFR Parts 12, Section 12.510, 90 and 91 (1990), the firm agrees that:

- a) Neither the consultant nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) There shall be no discrimination against any employee or applicant for employment because of handicap, age, race, color, religion, sex, familial status or national origin, and
- c) Affirmative action shall be taken to insure that applicants are employed, and that
- d) Employees are treated during employment without regard to their handicap, age, race, color, religion, sex, familial status or national origin.

This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The firm further agrees to give public notice in conspicuous places available to employees and applicants for employment setting forth the provisions of this section. All solicitations or advertisements for employees shall state that all qualified applicants shall receive consideration for employment without regard to handicap, age, race, color, religion, sex or national origin. All inquiries made to the firm concerning employment shall be answered without regard to handicap, age, race, color, religion, sex or national origin. All responses to inquiries made to the firm concerning employment made possible as a result of the contract shall conform to Federal, State and local regulations.

DRUG FREE WORKPLACE

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F: The firm certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the firm's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The firm's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Town, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. The notice shall include the identification number(s) of the affected contract;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

OTHER GENERAL CONDITIONS

Firms' Qualifications: The Town reserves the right to request satisfactory evidence of the firm's ability to furnish services in accordance with the terms and conditions listed herein. The Town further reserves the right to make the final determination as to the firm's ability to provide said services.

Response Period: All responses to this solicitation shall be good for a minimum period of thirty (30) calendar days subsequent to the proposal closing date.

Response Withdrawal: Any responses may be withdrawn prior to the established submission date and time, but not thereafter, without proper approval from the project coordinator.

Governing Laws: The laws of South Carolina shall govern this Agreement. All litigation arising under said Agreement shall be litigated only in a Circuit court for the First Judicial Circuit of Dorchester County, St. George, South Carolina. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.

S.C. Law Clause: Upon award of a contract under this solicitation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this state, by submission of this solicitation, the firm agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Indemnification: The Town, its officials and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the firm, provided that such liability is not attributable to negligence on the part of the Town or failure of the Town to use the materials in the manner outlined by the firm in descriptive literature or specifications submitted with the firm's submission.

Gratuities/Kickbacks

It shall be unethical for any money, fee, commission, credit, gift, gratuity, thing of value or compensation of any kind to be provided, either directly or indirectly, as an inducement for the awarding of current and subsequent contracts or employment offers pertaining to this project.

DEBARMENT, SUSPENSION AND OTHER MATTERS RELATED TO PUBLIC TRANSACTIONS

The prospective firm certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (B) above
- d. Have not within a three-year period preceding this proposal had one or more public transactions terminated for cause or default

Where the prospective consultant/firm is unable to certify to any of the above statements, such prospective participant shall attach an explanation to his/her submitted proposal.

Restrictions for Lobbying

Funds received under this contract may not be expended to pay any person, or influence or attempt to influence an officer or employee of any agency, a member of Congress or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any contract; the making of any grant; the making of any loan; the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any such grant, loan or cooperative agreement. This restriction is also applicable to all subcontractors which the selected firm chooses to utilize for project related work.

Lawful Employment

The contracted firm shall ensure that all employees, associated with work performed under this contract, complete the I-9 form and certify that they are eligible for lawful employment under the Immigration and Nationality Act per 8 U.S.C. 1324(a).

Human Trafficking

Under the Trafficking Victims Protection Act (TVPA) of 2000, as amended by 22 U.S.C. 7104 (g), human trafficking and associated activities are prohibited. The contracted firm agrees to abide by all applicable provisions of the TVPA regulations.

Texting While Driving

In accordance with Executive Order 13513 “Federal Leadership on Reducing Text Messaging while driving,” the contracted firm and any of its hired subcontractors are encouraged to adopt and enforce policies that ban text messaging while driving on government related business.

NO COLLUSION AFFIDAVIT OF BIDDER

STATE OF SOUTH CAROLINA)

COUNTY OF DORCHESTER)

_____(“Proposer”), BEING DULY SWORN, DEPOSES AND SAYS THAT:

1. He/She is _____ (owner, partner, officer, representative, agent) of _____, the proposer that has submitted the attached bid;
2. He/She is fully informed regarding the preparation and contents of the attached bid and of all pertinent circumstances regarding such Bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, agents, representatives, employees or parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or persons to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from quoting in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element to the bid price of any other bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Summerville, Dorchester County, South Carolina, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, owner, employees, representative, or parties in interest including this Affiant.

SIGNED: _____

TITLE: _____

Subscribed and sworn before me this _____ day of _____ 2022.

NOTARY PUBLIC: _____.

My commission expires: _____.