

# BID REGISTRATION

You **MUST** register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Building Department as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number and Title: 2020-02, Professional Planning Services

Description: Re-Write of the 2010 Comprehensive Plan

Receiving Period: February 28, 2020 Prior to 2:00 p.m. **(Please note that UPS and Fed EX do not guarantee next day delivery before 2:00 pm in this zip code)**

Bid Opening: February 28, 2020 2:00 p.m.

This form is for bid registration only. Please scroll down for additional information.

**BIDDER REGISTRATION  
FAX THIS FORM BACK IMMEDIATELY  
FAX: (843) 869-3855  
EMAIL: MVIARS@TOWNOFEDISTOBEACH.COM**

Carefully complete this form and email or fax it to the **Building Department**. You must submit one form for each bid that you are registering for.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: State: Zip Code: \_\_\_\_\_

Phone: Fax: E-mail: \_\_\_\_\_

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

**SEALED BID • DO NOT OPEN**

SEALED BID NO.: 2020-02

BID TITLE: Professional Planning Services

DUE DATE/TIME: February 28, 2020 prior to 2:00 PM

SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

DELIVER TO: Town of Edisto Beach  
Building Department  
2414 Murray Street  
Edisto Beach, South Carolina 29438



**(Please note that UPS and Fed EX do not guarantee next day delivery before 2:00 pm in this zip code)**

**Town of Edisto Beach  
BUILDING DEPARTMENT  
Patrick Brown  
Bid #2020-02**

**Professional Planning Services**

Re-Write of the 2010 Comprehensive Plan. Sealed bids will be received in the Building Department, **prior to 2:00 p.m, February 28, 2020**. Bids will be opened at 2:00 p.m., February 28, 2020.

**(Please note that UPS and Fed EX do not guarantee next day delivery before 2:00 pm in this zip code)**

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Bids may be mailed, express mailed or hand delivered to:

**Town of Edisto Beach  
Building Department  
2414 Murray Street  
Edisto Beach, South Carolina 29438  
(843) 869-2505**

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## **BIDDER INSTRUCTIONS AND GENERAL INFORMATION**

**BIDDER INSTRUCTIONS:** To ensure acceptance of this bid, follow these instructions.

**BID DOCUMENTS MUST BE DELIVERED TO THE BUILDING DEPARTMENT PRIOR TO 2:00P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.**

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**  
**NOTE: Bidders may call the Building Department for bid results. The telephone number is (843) 869-2505 extension 205. Bid files may be examined during normal working hours by appointment.**
3. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
4. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
5. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
6. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the Town at the prices bid. **An original invoice shall be submitted to the appropriate User Department at 2414 Murray Street, Edisto Beach, South Carolina, 29438.** The vendor shall include the bid number and/or the purchase order number on all invoices. Invoices will be processed for payment when approved by the user department.
7. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the Town or any of their agencies. Furthermore, all bidders must disclose the name of any Town employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches.
8. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and

remedies provided herein are in addition to and do not limit any rights afforded to the Town by any other provision of this bid.

9. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the User Department. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet must be signed by the bidder and faxed to (843) 869-3855.
10. **LIABILITY:** The vendor shall hold and save the Town, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
11. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the Town and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
12. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL)** The **Original** bid submittal(s) shall be submitted on the forms provided by the Town of Edisto Beach. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.

## **GENERAL INFORMATION**

1. **DEFINITIONS:** The term "Town" means the Town of Edisto Beach, South Carolina, and its authorized designees, agents or employees.
2. **AWARD(S):** The award of this bid shall be based on low bid meeting specifications and other criteria as specifically called out in this document. As the best interest of the town may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. The Town will not accept the bid of vendors or contractors who are delinquent in the payment of taxes, licenses, or any other money due by them to the Town. This solicitation does not commit the Town to award a vendor or to pay for any costs incurred in the preparation of the bid; or to procure or contract for any articles of goods or services. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:

The ability, capacity, equipment and skill of the bidder to fulfill the contract. Whether or not the bidder can fulfill the contract within the time specified, without delay or interference. The character, integrity, reputation, judgment, experience and efficiency of the bidder. The previous and existing compliance by the bidder with laws and ordinances relating to the contract. The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services. The quality, availability and adaptability of the suppliers or contractual services to the particular use required. The ability of the bidder to provide future maintenance and service, as required or needed. The number and scope of conditions attached to the bid. Whether the bidder has failed to fully

perform prior contracts to the Town's satisfaction, or is past due, delinquent, or owes the Town any money of any type.

3. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
4. **ASSIGNMENT:** Any contract issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Town Administrator.
5. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department director shall be final and binding on both parties.
6. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Department.
7. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
8. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Town Administrator shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.
9. **TERMINATION/SUSPENSION:** The Town Administrator reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the Town to do so. The Town Administrator will notify the vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension. If the User Department determines that the performance of the vendor does not comply with the bid requirements, the division may:
  - a. Immediately suspend the work; and
  - b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
10. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
11. **PERFORMANCE AND PAYMENT BOND:** If a bond is required, it will be called out in the Special Conditions section of the bid. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as

published in Circular 570 (amended) by Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.

12. **UNAUTHORIZED ALIEN(S):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Town.

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify) or contact USCIS at **1-888-464-4218**.

13. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the Town, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Town's performance and obligation to pay under this agreement is contingent upon annual appropriation.
14. The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.



## **INTRODUCTION**

The Town of Edisto Beach is requesting proposals from for professional planning services to re-write the 2010 Comprehensive Plan. New documents should identify and propose amendments to reflect current State and Federal requirements and address other planning elements identified in the 2010 Comprehensive Plan update. The provided services are envisioned to develop an updated Comprehensive Plan that will complement the existing Development and Zoning Ordinance and continue the existing Ordinances framework for new growth in the Town while supporting continued improvements throughout other parts of the Town. The updated Plan should consider the Town's existing land use planning techniques that include a focus on those methods and how they specifically achieve the development of an enhanced public realm while creating memorable, long-lasting locations with a strong sense of place.

The Building Code Administrator, or his designee will review the proposals of all submitting firms. During the review process, and until the final selection has been made by the Town Council, proposers are prohibited from meeting with or discussing a submittal with any member of the Planning Commission or the Town of Edisto Beach.

All interested parties must submit the requested information within the time frame provided herein. Proposals shall be prepared with the utmost attention to fair, ethical evaluation standards.

## **BACKGROUND**

The Town of Edisto Beach is on a six-mile long barrier island at the mouth of the Edisto River, Between Charleston and Hilton Head Island. The beach, undivided by fences, stretches the length of the Town and into the state park at the eastern end of the barrier island. The Town of Edisto Beach is separated from Edisto Island by Big Bay and Scott Creeks. Approximately 25 percent of the Town's total acreage is comprised of salt marsh along these creeks. This combination of sandy beaches and rich salt marshes provides the Town of Edisto Beach with a unique and beautiful natural setting.

The Town of Edisto Beach is characterized as a quiet, family-oriented community, without the festival-like, commercial atmosphere found in and around many other beach resort areas. Most of the Town is occupied by single-family homes, many used as rental, or seasonal homes. The eastern end of the barrier island lies within Edisto Beach State Park, with access from Highway 174, as well as directly from the Town. According to state park officials, the park encompasses 1,225 acres and ocean- and marsh-side camping sites as well as cabins, picnic areas, and nature and hiking trails. Edisto Beach State Park is one of the most heavily visited of the South Carolina state parks, with over 250,000 visitors each year.

## **SCOPE OF WORK**

The Scope of Services to be provided by the Consultant shall include, but not be limited to, the elements defined in this RFP. The Town expects the Comprehensive Plan, Ordinances and other products that are tailored to meet the specific and unique conditions of the Town of Edisto Beach. More specifically, submittals should identify team expertise in preparing work products that regulate the built form in a manner that promotes a network of interconnected blocks and streets that are pedestrian friendly and complete in character. The Consultant must become familiar with the Town of Edisto Beach's 2010 Comprehensive Plan and the existing Development and Zoning Ordinance. Additionally, consultant teams should become aware of the current planning process. The Building Code Administrator will be administering the project and will be the point of contact. The cost structure for this work may be based upon hourly rates not to exceed a certain specified amount or as lump sum.

The Comprehensive Plan, Zoning and Development Standards Ordinance and other important planning and technical guidance documents can be found at <http://www.townofedistobeach.com>

### **Anticipated Project Tasks**

1. Attend meetings (as necessary) with the Planning Commission to discuss Comprehensive Plan suggestions, modifications, and alterations.
2. Make presentations to the Planning Commission regarding Comprehensive Plan modifications, and alterations.
3. Update the Comprehensive Plan and Ordinances to the minimum required to meet State, Federal Laws and regulations.
4. Include best management techniques and other measures specific to coastal zone environments that maintain the health of water bodies in the community, including environmental preservation and management techniques for protection of freshwater wetlands and coastal buffers
5. Create sample Staff Reports and other templates that address suggested administrative review and application processing procedures.

## ANTICIPATED DELIVERABLES

1. Drafts will be provided for public hearings, Planning Commission meetings, and Town Council meetings as necessary.
2. All final project materials will be provided in both electronic and hard copy format.
3. Electronic format must be editable (no pdf or image files).
4. Upon satisfactory completion, all deliverables will become the property of the Town of Edisto Beach.

## SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. A page can be either single or double sided. The submittals should include the following:

1. Brief overview of the firm's history and organization that includes the name of the firm's contact person, address, telephone, fax number and email address. **(Limit response to one page)**
2. Resumes of all personnel that may be assigned to the Town of Edisto Beach under an agreement for services contained herein. **(Limit response to one page per resume)**
3. Provide a list of reference agencies for which your firm has provided water and wastewater engineering services over the last five (5) years. A client list showing the current contact person, telephone number and email address for each agency must be submitted. **(Limit response to one page per reference)**
4. Provide a short narrative outlining your firm's approach to meeting the Town's needs. **(Limit response to one page maximum)**
6. Describe how the firm plans to maintain the project team and manage the project team members' time in order to ensure cost effectiveness. **(Limit response to one page maximum)**
7. Provide information that demonstrates the firm's ability to obtain grant funding. **(Limit response to one page maximum)**

- ***ALL PROPOSALS SHALL BE VALID FOR 90 DAYS.***

**By signing this proposal, contractor certifies site visit, verifies site conditions and dimensions, and is responsible for the complete work pertaining to site conditions. It is the responsibility of the contractor to verify any quantities provided by the Town.**

**BID SHEET**  
**BID NO. 2020-02**  
**BID TITLE: Professional Planning Services**

**LUMP SUM BID** \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
Authorized Representative

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

**By signing this I, \_\_\_\_\_ certify I have performed a site visit, verified site conditions and dimensions, and am responsible for the complete work pertaining to site conditions. It is my responsibility to verify any quantities provided by the Town.**

\_\_\_\_\_  
**Signed**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print**

**Addendum Sheet**  
**BID NO. 2020-02**  
**BID TITLE: Professional Planning Services**

CONTRACTOR: \_\_\_\_\_  
Authorized Representative

ADDRESS \_\_\_\_\_

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TELEPHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

The Bidder acknowledges receipt of the following addendum by signing and dating below.

<b>Addendum No.</b>	<b>Date</b>	<b>Signature</b>