



TOWN OF EDISTO BEACH

REQUEST FOR QUALIFICATIONS  
CONSULTING SERVICES

COASTAL PROTECTION AND  
RESTORATION SERVICES

2414 Murray Street  
Edisto Beach, SC 29438

RFQ#2022-16

December 7, 2022

## REQUEST FOR QUALIFICATIONS REGISTRATION

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

RFQ Number and Title: 2022-16, Coastal Protection and Restoration Services

Description: The Town of Edisto Beach is seeking submittals from qualified firms to provide “as-needed” consulting services for the Town of Edisto Beach beachfront issues. Services may include annual inspections, easement acquisition assistance, analysis and mapping, environmental investigations, maintenance, design options, cost estimates, recommendations, construction documents, permitting, technical assistance in support of coastal protection and groin enhancements on Edisto Beach. It is anticipated that the consulting services will be provided to Edisto Beach through work authorizations.

The beach was last nourished in 2017 and is scheduled to be renourished on a 10-year cycle in 2027 in partnership with the USACE.

Receiving Period: Thursday, January 20, 2023, 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)

Opening: Thursday, January 20, 2023, 2:00 p.m.

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

**FIRM REGISTRATION**  
**FAX or EMAIL THIS FORM BACK IMMEDIATELY**  
**EMAIL or FAX: (843) 869-3855**

Carefully complete this form and email ([maakhus@townofedistobeach.com](mailto:maakhus@townofedistobeach.com)) or fax it to the Administration Department. You must submit one form for each submittal 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 Submittal". Be sure to include the name of the firm where requested.

**SEALED SUBMITTAL • DO NOT OPEN**

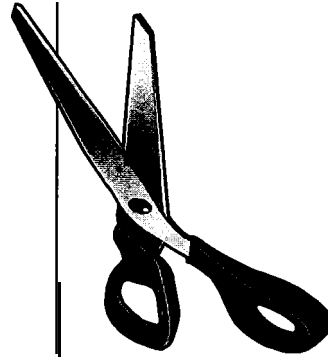
SEALED SUBMITTAL NO.: 2022-16

TITLE: Coastal Protection and Restoration

DUE DATE/TIME: Thursday, January 20, 2023 prior to 2:00 PM

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

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



## **Background**

The Town of Edisto Beach is seeking submittals from qualified firms to provide “as-needed” consulting services for the Town of Edisto Beach beachfront issues. Services may include annual inspections, easement acquisition assistance, analysis and mapping, environmental investigations, maintenance, design options, cost estimates, recommendations, construction documents, permitting, technical assistance in support of coastal protection and groin enhancements on Edisto Beach. It is anticipated that the consulting services will be provided to Edisto Beach through work authorizations.

The beach was last nourished in 2017 and is scheduled to be renourished on a 10-year cycle in 2027 in partnership with the United States Army Corps of Engineers. Town anticipates firm will utilize existing data and studies so work is not duplicated.

Firm should demonstrate value engineering or innovative cost saving techniques.

*Submit qualifications in the following format:*

### ***A. Title Page***

Title page showing the Request for Submittal subject; the Firm's name; the name, address, and telephone number of a contact person; the date of the submittal and a copy of the Firm's Organization Chart.

### ***B. Table of Contents***

Provide Table of Contents to aid the evaluation of the qualifications.

### ***C. Transmittal Letter***

A signed letter of transmittal briefly stating the Firm's understanding of the work to be done, the commitment to perform the work, and a statement why the Firm believes it to be best qualified to perform the engagement.

### ***D. Firm Qualifications***

The Firm must address and demonstrate the organizational strength and stability of the Firm. The Firm must address their qualifications as it relates to the Edisto Beach coastal issues and their understanding of the work that has been done and work that needs to be done to protect and restore the beach.

#### ***E. Scope of Work***

The purpose of the scope of work is for the Firm to demonstrate their understanding of the difficulties the Town faces with coastal protection and restoration, potential solutions to said difficulties. Project should be broken into phases with each phase explained.

#### ***F. Project Team***

Firm shall submit a resume for each member of the project team. Submittals shall identify the Principal-in-Charge and Project Manager for this project. Submittals shall also provide a statement of the Firm's commitment that the identified individuals will be involved throughout the entire project. The experience of work by the Firm, which was obtained by personnel no longer with the Firm, and therefore, not available for work on the project, or the work performed by personnel who will not perform on this project, is of no interest to the Town and shall not be submitted in the response when providing the Firm's qualifications. Town evaluators will only consider projects that were presided over by project members who still work for the Firm in the office submitting a proposal. Failure to properly identify work accurately may disqualify the proposal.

#### ***G. References***

Firm shall submit examples of three projects completed within the last 5 years of like or similar scope, cost of project, Firm's project manager and client contact information. The experience of work by the Firm, which was obtained by personnel no longer with the Firm, and therefore, not available for work on the project, or the work performed by personnel who will not perform on this project, is of no interest to the Town and shall not be submitted in the response when providing the Firm's qualifications. Town evaluators will only consider projects that were presided over by project members who still work for the Firm in the office submitting a proposal. Failure to properly identify work accurately may disqualify the proposal.

#### ***H. Fee Schedule***

Firm shall submit a fee schedule including all per hour rates for all project personnel and reimbursables.

#### ***I. 1-312 Form***

Attachment #1.

**J. *Compliance with Illegal Immigration Form***

Attachment #2.

**K. *Equal Employment Opportunity Certification***

Attachment #3.

**L. *Insurance Requirements***

Attachment #4

**M. *Drug-Free Workplace Act***

Attachment #5

**O. *Lobby Certification***

Attachment #6

**Proposals due: Thursday January 20, 2023; 2:00 p.m.**

The Town may request additional information after the submission of the initial submittals to clarify, confirm or properly evaluate any submittal. The Town also reserves the right to negotiate terms of the contract with the intended firm pursuant to Town's Procurement Policy.

There is no expressed or implied obligation for the Town to reimburse responding firms for any expenses incurred in preparing the proposal and/or any subsequent interview and/or requests for additional information. A copy of the firm's submittal will be attached to the contract; however, in the event of any ambiguity with any attachments, the contract and Purchasing Policy will prevail.

**Fee Negotiations if necessary and Contract Award:** Fees will be negotiated with the top selected Firm in accordance with the Town's Procurement Policy. If negotiations are necessary and fail to reach an agreed fee arrangement at a fair and reasonable price, the Town will cease negotiations with the successful Firm and commence negotiations with the second highest ranked Firm. This process will continue until a mutually agreeable fee arrangement is reached between a qualified Firm and the Town at which time a contract will be signed by the Firm.





**Attachment 1.**

1350



STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE

**NONRESIDENT TAXPAYER REGISTRATION  
AFFIDAVIT INCOME TAX WITHHOLDING**

**I-312**

(Rev. 4/2019)  
3323

dor.sc.gov

Mail to: The company or individual you are contracting with.

The undersigned nonresident taxpayer hereby certifies as follows:

1. Legal Business Name: \_\_\_\_\_
2. Trade Name, if applicable (doing business as): \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Federal Employer Identification Number (FEIN): \_\_\_\_\_
5.  Hiring or Contracting with:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- Receiving Rentals or Royalties From:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):  
 The South Carolina Secretary of State or  
 The South Carolina Department of Revenue (SCDOR):  
Date of Registration: \_\_\_\_\_
7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the SCDOR and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8. I understand the SCDOR may revoke the withholding exemption granted under Code Section 12-8-550 (temporarily doing business or professional services in South Carolina) or Code Section 12-8-540 (rentals) at any time it determines that the above named nonresident taxpayer is not cooperating with the SCDOR in the determination of its correct South Carolina tax liability.

I hereby certify that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct, and complete. I understand that under SC Code Section 12-54-44 (B)(6)(a), I can be fined and/or imprisoned for furnishing a false statement.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) \_\_\_\_\_ Date \_\_\_\_\_

If Corporate officer, state title: \_\_\_\_\_

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

33231028

**Attachment 2.**

FIRM \_\_\_\_\_ RFQ NO. \_\_\_\_\_

**COMPLIANCE WITH ILLEGAL IMMIGRATION ACT**

By signing a bid/proposal, the Bidder/Offeror certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Bidder/Offeror and its subcontractors; or (b) that the Bidder/Offeror and its subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this Chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

Bidder/Offeror agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the subcontractor's language requiring the subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Project Name: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

\_\_\_\_\_

Authorized Representative Name and Title:

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Witness (Print and Sign)

\_\_\_\_\_

**Attachment 3:**

FIRM \_\_\_\_\_ RFQ NO. \_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

(For Contractors/Vendors other than individuals)

According to SC Code of Regulations at 41 C.F.R. Part 60-1.4(b):

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

Edisto Beach requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

*Subrecipients of federal aid contracts must include notifications in all solicitations for bids of work or material and agreements, subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor. By signing this document, the Contractor/Vendor hereby certifies its commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded programs or activity administered by the sub-recipient and/or its contractors.*

Project Name: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

Authorized Representative Name and Title:

\_\_\_\_\_  
Signature of Authorized Representative:

\_\_\_\_\_  
Witness (Print and Sign)

\_\_\_\_\_

**Attachment 4:**

Contractor's Insurance Broker

**Sample Certificate of Insurance**

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		Date (mm/dd/yyyy) 08/01/00
PRODUCER Agency Manager, Inc. 2500 Bond Street University Park, IL 60466		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
Phone No. 800-999-5368		COMPANIES AFFORDING COVERAGE		
NSURED contractor 123 Main Street San Francisco CA 45678		COMPANY A Selective Insurance Company COMPANY B Indemnity Insurance COMPANY C State Fund COMPANY D		
COVERAGES				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	UNITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS	123456789	08/01/13	08/01/14	GENERAL AGGREGATE \$ 3,000,000 PRODUCT-COMPI/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 3,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Per Person) \$ 5,000 COMBINED SINGLE LIMIT \$ 1,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTOS	123456789	08/01/13	08/01/14	BODILY INJURY (Per Person) \$ 3,000,000 BODILY INJURY (Per Accident) \$
GARAGE LIABILITY	SAMPLE	ONLY		AUTO ONLY -EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM C	456789123	08/01/13	08/01/14	EACH OCCURRENCE \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/>	345678912	08/01/13	08/01/14	WC STATUTORY LIMITS OTHER EACH OCCURRENCE \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ACCESSED BY ENDORSEMENT/SPECIAL PROVISIONS RE: Much Needed Renovation Project Job No. 97-5210 General Liability - Certificate Holder is an Additional Insured per attached Form CG 20 10 11 85 and coverage is primary and non-contributory with any insurance carried by Additional Insured.				
CERTIFICATE HOLDER		CANCELLATION		
0000000		SHOULD ANY OF THE ABOVE DESCRIBED PLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
		AUTHORIZED REPRESENTATIVE		
ACORD 25-S (1/95)		ACCORD CORPORATION 1998		

Name of Contractor (It should match the name as written in the contract)

Claims Made or Modified Occurrence is not acceptable

This section should reference the job number, project name, and/or location

Current dates are required

The two "each occurrence" boxes should total at least as much as required in contract

The totals in each box should be at least \$1 million

This should name Town of Edisto Beach, as additional insured 2414 Murray Street Edisto Beach, SC 29438

Signed by the Broker or Ins Co. only

This wording should be "X"d out

**Attachment 5.**

BIDDER \_\_\_\_\_ BID NO. \_\_\_\_\_

**DRUG-FREE WORKPLACE AFFIDAVIT**

I certify to comply with the Drug-Free Workplace Act, Section 44-107-10 et. Seq. of the South Carolina Code of Laws to provide a drug-free workplace. (This clause applies to any resultant contract of \$50,000.00 or more). The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act.

Date: \_\_\_\_\_

Vendor: \_\_\_\_\_

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

\_\_\_\_\_

Telephone \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

(Signature)

Failure to Furnish This Affidavit Will Result in the Delay of Contract

**Attachment 6.**

FIRM \_\_\_\_\_ RFQ NO. \_\_\_\_\_

**LOBBYING CERTIFICATION**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The Contractor certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized

\_\_\_\_\_  
Official Date