

City of Isle of Palms, South Carolina
Request for Proposals 2023-01
Sea Level Adaptation Plan

In compliance with the City's Procurement Ordinance, the City of Isle of Palms, South Carolina is seeking proposals and probable costs for a Sea Level Rise Adaptation Plan (Plan) to steer policy and funding decisions for the foreseeable future. The Plan and project will include:

- development of localized sea level rise projections through the year 2100 based on the best available science;
- Model sea level rise scenarios in conjunction with other coastal flooding factors (utilize existing models such as NOAA Sea Level Rise Viewer, USGS Sea Level Change)
- an inventory of vulnerable public and private assets by time horizon;
- categorizing assets by their public importance, estimating the value of at-risk assets by time horizon;
- public engagement and meeting facilitation, and public hearing attendance;
- a range of potential adaptation measures with a focus on addressing critical infrastructure and other high priority assets, with a focus on practical nature-base solutions;
- estimated costs for implementation;
- a qualitative cost-benefit analysis of identified adaptation measures; and
- a list of potential funding sources.

The public engagement process will include outreach with affected property owners and other interested parties, including the Isle of Palms City Council, SCDNR, SCDHEC, USACE, SCDOT and Charleston County. This effort may include stakeholder interviews, focus groups, public workshops, and on-line questionnaires.

The request will be bid and awarded pursuant to the City's procurement ordinance. The City reserves the right to reject all proposals and to waive irregularities.

Proposals should be submitted to the following:

Douglas Kerr, Deputy City Administrator
1207 Palm Boulevard, Post Office Box 508
Isle of Palms, South Carolina 29451

Deadline for Questions: The deadline for questions is **5:00 p.m. Eastern Time, April 7th, 2023**. Proposers should send questions regarding this Request for Proposals to Douglas Kerr, Director of Building and Planning, in writing or email to dkerr@iop.net. Questions received before this deadline will be answered via addendum posted on the City's website at <http://www.iop.net/requests-for-bids-proposals>. Questions received after this deadline will not be answered. If an addendum is issued, Proposers must acknowledge receipt of the addendum with their proposal.

Deadline for Submissions: The deadline for submission is **2:00 p.m. Eastern Time, April 21st, 2023**. Submissions must be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope, where they will be opened and acknowledged. Sealed envelopes must be clearly marked "**RFP 2023-01; Sea Level Adaptation Plan**" and include one (1) hard copy and one (1) electronic copy saved to a USB flash drive. The City accepts no responsibility for electronic submissions, and it will be the responsibility of the Proposers to verify receipt by the City.

Proposals may be delivered by hand or by mail, but no proposal shall be considered which is not actually received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any Proposer of any means of delivery of bids.

All proposals submitted shall include a current e-mail address. Once selection is complete, Notice of Award shall be posted on the City's website. Notice of Award and notices of non-award, shall be sent to all Proposers via e-mail.

Proprietary and/or Confidential Information: All submitted proposals will be public documents under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your proposal. All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page. All information not so denoted and identified will be subject to disclosure by the City.

Proposers acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Proposer or any member of the Proposer's organization as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to the City's acceptance or non-acceptance of the proposal or the rejection of any and all proposals. Proposers are responsible for submission of accurate, adequate and clear descriptions of the information requested. Neither issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any Proposer even if all the requirements in the RFP have been met.

Proposers must have or be able to procure an Isle of Palms Business License.

Background

The Isle of Palms is a low-laying barrier island in Charleston County with an average grade elevation of only eight or nine feet above Mean Sea Level. The community is served by a drainage system that evolved over time and was primarily installed in the 1960's by the Beach Company or the South Carolina Department of Transportation (SCDOT) as roads and neighborhoods were developed on the island. The system functions marginally well but is expected to need changes to meet future needs and the City has engaged an engineering firm to develop a separate drainage masterplan that is expected to be complete in mid-2023.

Charleston County handles all aspects of the NPDES program for the City and has provided the City with an inventory of the existing stormwater infrastructure, which is attached as an exhibit to this request.

The City believes that because of its low elevation and aged infrastructure, the community is very vulnerable to the long-range effects of sea level rise. The City's Comprehensive Plan update draft includes a goal and strategy of developing a sea level rise adaptation strategy.

Objectives

The City is seeking proposals for consultant services to prepare a Sea Level Adaptation Plan that aligns with regional and statewide planning efforts, as well as the City's Comprehensive Plan and the Drainage Masterplan that is underway. The chosen consultant will be expected to produce a Plan that will include clear strategies to enable the City to identify, assess and plan for potential impacts of sea level rise within the Isle of Palms. The ideal proposal will emphasize protection and enhancement of existing assets while incorporating strategies to combat sea level rise.

Scope of Work

Task 1. Information gathering

1. Hold a series of internal meetings and interviews with the City staff, the Planning Commission, the Environmental Advisory Committee, utility providers, and other project staff to establish expectations, finalize timelines and to better understand what has already been done and what critical assets are viewed as vulnerable to sea level rise.
2. Develop a comprehensive and diverse contact list of potential participants for personal and small group interviews that includes public officials, representatives from special districts and regional agencies, local community groups, service organizations, businesses, neighborhood groups, developers, local colleges, and other interest groups.
3. Compile Sea Level Rise Data including Sea Level Rise Data with Groundwater Impacts and Flooding From Rainfall and Waves. The City has been collecting groundwater level data through its work on a drainage masterplan that will be made available.
4. The City staff will assist in coordinating a series of public outreach workshops. These workshops will introduce the project to the public, define project parameters, inform the community of project opportunities and constraints and solicit opinions from the community to shape the Plan. The Consultant is expected to incorporate feedback from these workshops into the plan development.

Deliverable 1. Background report with current sea level rise and groundwater data, and findings from stakeholder interviews.

Task 2. Draft Plan Development

1. Develop preliminary goals and vision for the Plan to address underlying vulnerabilities based on information gathered from Task 1.
2. Develop a draft illustrative Adaptation Map that geographically shows areas of vulnerabilities.
3. Develop draft adaptation strategies for the identified key issues.
4. Develop draft cost estimates of identified potential projects.
5. Develop a list of potential funding sources to fund potential projects.
6. Present draft findings to key interested and affected parties identified in Task 1 and seek their input.

Deliverable 2. Draft plan and presentations.

Task 3. Final Plan Development, Presentation and Adoption

1. Refine the draft plan and deliverables based on stakeholder feedback.
2. Present the final plan to smaller interested and affected parties groups.
3. Present the final plan to City Council with a goal of having Council adopt the plan.

Deliverable 3. Final Plan including inventory of existing conditions, projections, vulnerabilities, visions, goals, strategies, potential projects, maps, cost estimates, potential funding sources, and any other documentation necessary to meet the stated goals of this request.

Qualifications

The Proposer shall prepare a statement of qualifications which identifies:

- The size, stability, and capacity of Proposer's organization, including, at a minimum, an identification of Proposer's: (1) total number of years in operation, (2) total current number of employees, (3) number of office locations (including the location of each office), and (4) number of employees in the office location which is intended to provide services.
- The Proposer's experience performing services for projects of a similar size, scope, and complexity as the services required by this RFP, including an identification of: (1) the number of years Proposer has been performing similar services; and (2) the most recent projects for which the Proposer has performed similar services. The list of recent projects shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.
- A list of the Proposer's principals, employees, agents, and sub-consultants which the Proposer intends to assign to this Project. This list shall include a summary of the qualifications (including education, training, licenses, and experience) of each individual; the approximate number of hours each will devote to the Project; and the type of work to be performed by each individual. The City will retain under its agreement with the successful Proposer the right of approval of all persons performing under the agreement.

Proposal Format:

The proposal format requirements were developed to aid Proposers in their proposal development. These directions apply to all proposals submitted. The purpose of the proposal is to demonstrate the technical capabilities, professional proposals, past project experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order:

- A. Transmittal Letter: A transmittal letter must be submitted with a Proposer's proposal which shall include:
 1. The RFP subject, RFP number, and Scope(s) of Work in which Proposer is submitting.
 2. Name of the firm responding, including mailing address, e-mail address, telephone number, and name of contact person.

3. The name of the person or persons authorized to make representations on behalf of the Proposer, binding the firm to a contract.
4. Prepare an executive summary stating the Proposer's understanding of the project, familiarity of the outfall sites, design approach and opinion why the Proposer's firm should be chosen. Include any general information the Proposer wishes the City to consider about the proposal.

B. Proposer's Work History and References:

Provide a brief description of any relevant large-scale drainage system redesign projects, or similar drainage projects of comparable size and complexity for which the Proposer provided services within the past five (5) years. Limit information to no more than five (5) projects. All such descriptions should include:

1. Project location
2. Redesign of existing system and/or design of new system
3. Description of original project budget versus actual cost.
4. Name and contact information for a reference with knowledge of the Proposer's work on the specified project.

C. Project Team:

1. The proposal should clearly outline the background and experience of the Project Team. The Project Team will include any of the Proposer's staff who will be assigned to the project. If possible, include a one-page summary CV of each member. Understand that once the City issues a contract, no change in personnel assigned to the project will be permitted without prior written approval from the designated City representative.
2. Provide the following information for each proposed team member where applicable:
 - i. Name
 - ii. Job title for this project
 - iii. Professional Discipline
 - iv. South Carolina license number
 - v. Specific duties assigned on this project
 - vi. Recent experience with related drainage projects

D. Sub-Consultants/Contractors:

Provide the Proposer(s) and if possible, the names and proposals of all subconsultants that will be part of the Proposer's Team and identify the specific work the sub-consultant will perform. Once the City issues a contract, no change in sub-consultants assigned to the project will be permitted without prior written approval from the City.

E. Price Quote for Each Scope of Work:

Prior to entering into an agreement, but after the proposals are evaluated, the chosen Proposer will be requested to provide a price for each itemized project in the Scope of Work section of this request.

Proposal Evaluation Criteria:

The City will evaluate proposals based on the factors outlined within this RFP and the City's procurement ordinance, which shall be applied to all eligible, responsive proposals in selecting the successful Proposer. The City reserves the right to disqualify any proposal from a Proposer it deems as non-responsive and/or non-responsible. The City reserves the right to make such investigations of the proposals of the Proposer as it deems appropriate.

Award of any contract may be made without discussion with Proposers after proposals are received. The City reserves the right to cease contract negotiations if it is determined that the Proposer cannot perform the services specified in their response.

Recommendation of award for contract will be made based not only on price, which is an important factor, but also on quality of proposal, qualifications, experience, technical expertise, references and ability to execute the work. After careful evaluation, and a series of interviews, the Planning Commission will make a recommendation to City Council for award of a contract.

STATE OF SOUTH CAROLINA)
AGREEMENT TO DEVELOP A SEA LEVEL RISE)
ADAPTATION PLAN)
FOR THE CITY OF ISLE OF PALMS)

THIS AGREEMENT is made and entered into this _____ day of 2023, by
and between the City of Isle of Palms, S.C. (“City”) and _____
 (“Consultant”).

WHEREAS, City desires to engage the services of the Consultant to develop a
Sea Level Adaptation Plan (the “Project”); and

WHEREAS, Consultant agrees to perform the services pursuant to the terms and
conditions hereinafter set forth.

THEREFORE, in consideration of the mutual covenants and promises set forth
herein, City and Consultant agree as follows:

1. Scope of Work

A. Consultant agrees to provide all labor, equipment, materials, supplies, and
incidentals which are required to perform all services for the Project pursuant to
the Scope of Work described in the bid document and the proposal submitted by
Consultant to City dated _____, 2023 (the “Proposal”), a copy of
which is attached hereto as “Exhibit I” and made a part of this Agreement by
reference thereto. In the event of a conflict between any provision contained in
the Bid and any provision contained in this Agreement, the terms of this
Agreement shall control.

B. In providing services under this Agreement, the Consultant shall perform
in a manner consistent with that degree of care and skill ordinarily exercised by
members of the same profession currently practicing under similar circumstances
at the same time and in the same or similar locality. Upon notice to the
Consultant and by mutual agreement between the parties, the Consultant will,
without additional compensation, correct those services not meeting such a
standard. Consultant agrees to comply with all applicable federal, state and local
laws, rules and regulations regarding all services performed by Consultant
pursuant to this Agreement.

2. Contract Price. For all services to be performed by Consultant on the Project,
City agrees to pay to Consultant upon completion Work detailed in Exhibit I, which
includes labor fees and anticipated expenses.

3. Time of Performance. Consultant understands the time sensitivity of the Project

and agrees to complete the services on the Project in a timely manner. Provided, however, that if performance by the Consultant is delayed for reasons or causes beyond the control of Consultant (including but not limited to, acts of God, weather conditions, site conditions, labor or material shortages, delays caused by City, and casualty losses) the Project completion date shall be extended accordingly.

4. Change Orders. The City has the right to require alterations or changes (“Change Orders”) to the Project and in such case Consultant agrees to make such alterations or changes; provided, however, that the details and additional cost or credit of such Change Order must be agreed to by the City and Consultant in writing prior to the commencement of the Change Order.

5. Indemnification and Insurance.

- A. Consultant agrees to hold harmless and indemnify City and its officers, agents and employees from and against any loss or damage, including all reasonable attorney’s fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) caused by Consultant’s performance of the services under this Agreement. In the event of any such claims made or suits filed, City agrees to give Consultant written notice thereof, and Consultant shall have the right to defend or settle the same to the extent of its interests hereunder.
- B. Consultant shall procure, and maintain in effect during the term of this Agreement, Comprehensive general liability insurance in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per claim, and \$250,000.00 per claim for property damage;
- C. Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Contract in the amount of \$1,000,000.00 per claim and in the aggregate; and
- D. Workers’ Compensation: Consultant agrees to maintain workers’ compensation coverage on its employees as required by the State of South Carolina workers’ compensation laws.

All insurance coverage required hereunder shall be with companies approved in advance by City, who shall be named as an additional insured on all such policies. Proof of such insurance shall be provided to City prior to commencement of any work by Consultant. Each policy shall contain a requirement that, in the event of change or cancellation, 30 days’ prior written notice must be given to City.

6. Consultant agrees that any subcontracts for this Project shall be approved in advance in writing by City; shall provide that City is an intended third-party beneficiary of the subcontract; shall require that all Consultant work be performed in accordance with the requirements of this Agreement, including all indemnification and insurance requirements set forth in this Section 6; and shall provide that City is named as an additional insured on all such insurance policies. Proof of Consultant's insurance shall be provided to City prior to commencement of any work by Consultant.

7. Breach. In the event that either party breaches any provision of this Agreement, and the same continues for a period of seven (7) days after receipt of written notice thereof, then the non-breaching party may exercise any and all remedies at law or in equity regarding the breach of this Agreement. Without prejudice to any other rights or remedies available for the said breach, the non-breaching party may terminate this Agreement and cease further performance under this Agreement.

8. Notices. All notices, consents, and approvals required by any provision of this Agreement shall be in writing and shall be deemed to be properly given and received when personally delivered to the representatives of each party or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to:

City of Isle of Palms:

Representative: Desirée Fragoso, City Administrator
Address: PO Box 508, Isle of Palms, SC 29451

Consultant: _____

Representative: _____
Address: _____

9. Mediation. Any claim, dispute, or controversy arising under or in connection with this Agreement shall be subject to mediation as a condition precedent to litigation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the proposed mediator. Mediation shall be conducted in Charleston County, South Carolina. The mediator shall be a member of the South Carolina Bar and shall be selected by mutual consent and agreement of the parties. If a party fails to object to the mediator proposed by the party requesting mediation within 30 days of the initial request for mediation, the mediator shall be deemed selected as proposed. If the parties fail to agree upon a mutually acceptable mediator within 60 days of the initial request for mediation, the mediator shall be selected from the official roster of active certified mediators in Charleston County, as provided by the South Carolina Supreme Court's Commission on Alternative Dispute Resolution and Board of Arbitrator and Mediator Certification, by choosing in alphabetical order the first available circuit court mediator from the roster. The parties shall equally divide the mediator's fee and

any filing fees. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction. Nothing contained herein shall preclude either party from seeking enforcement of the terms of mediation pursuant to this Paragraph through a court of competent jurisdiction, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking enforcement.

10. Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the parties and supersedes and nullifies all prior or contemporaneous agreements or representations by either party which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended only by a written agreement signed by each party.

11. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by a party in the performance of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the performance by that party of the same or any other obligations of that party with respect to this Agreement. Failure on the part of a party to complain of any act of the other party or to declare a party in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until the applicable statute-of- limitation period has run.

12. Governing Law; Severability. This Agreement is governed by and shall be Construed and interpreted in accordance with the laws of the State of South Carolina, excluding any conflict- of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby, and that provision shall be enforced to the greatest extent permitted by law.

13. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. Subcontracting and Assignment. Consultant agrees not to enter into any subcontracts, leases, agreements, or assignments pertaining to this Agreement or any interest or right herein, either voluntarily or by operation of law, without prior written approval of City.

15. Section Headings. The headings of Sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used in determining the contents contained herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through the undersigned officers, as of the date stated above.

WITNESS:

The City of Isle of Palms, S.C.

By: _____

Title: _____

(as to City)

By: _____

Title: _____

(as to Consultant)

EXHIBIT I

(Attach Consultants Proposal, dated _____)

EXHIBIT II

(Attach original RFP 2023-01)