



City of Hardeeville, South Carolina
205 Main Street
Hardeeville, SC 29927
Phone: 843-784-2231, Fax: 843-784-6384

Request for Proposals

1. Project Summary

The City of Hardeeville, South Carolina (“City”), is currently accepting proposals from qualified firms with expertise in zoning and land development regulations for leading a process resulting in the preparation of an updated Municipal Zoning and Development Ordinance (“MZDO”) for the City.

Proposals received via the competitive bidding process will be reviewed by an evaluation committee comprised of City Staff and selected representatives with interests in growth and development matters in the City.

2. Project Introduction

Community Overview

Hardeeville, South Carolina is one of the fastest growing municipalities in the state. Over the past two decades the City has increased in area from a few square miles to greater than 56 square miles. Vast timber tracts covered many thousands of acres and thus rail played a large part in the development of the City by providing a means to transport this product. A train station located in what is the present downtown area spurred additional development. Over time US 17 developed and passed through the City and many auto and travel oriented businesses sprang up. As Interstate 95 was completed it functioned as a sort of bypass and Hardeeville no longer experienced as many travelers as in previous times.

As timbering operations moved elsewhere these large tracts of land were sold to various interests, including residential developers. The resort area of nearby Hilton Head Island, the growth of Bluffton, SC and the lure of pleasant weather and lower tax burdens beckoned to many to relocate to the lowcountry and Hardeeville. Many of the large previously timber tracts were annexed into the City for development. Sun City and Latitude Margaritaville; age-restricted communities, are currently the large drivers in population growth. However there are thousands of new residential units in various stages of the development pipeline featuring a diversity of housing types.

As the outlying areas of the City have developed, the “old Hardeeville” has somewhat languished with a minimum of new investment and lacking a significant regional draw. The Whyte Hardee Boulevard Master Plan seeks to encourage new growth and development and revitalize this commercial corridor by implementing the adopted plan with pedestrian scaled improvements where appropriate that will encourage a mixed-use downtown.

Hardeeville Comprehensive Plan

The City utilizes a Comprehensive Plan adopted in 2019. Implementation activities following adoption of the Plan have included:

- Whyte Hardee Boulevard Master Plan with Implementation Matrix
- Support a diverse population through land development regulations
- Incorporate low impact development practices into stormwater infrastructure
- Plan included an analysis of unnecessary housing requirements to id current regulations that may overburden affordable housing developments
- Recommends low impact development and environmentally responsible development practices
- Ensure the MZDO is consistent.

Current Zoning Ordinance (MZDO)

The state of the current Zoning Ordinance is not unusual:

- It has not been completely updated since 2008.
- It is Euclidian in nature and contains design standards that are outdated and difficult to administer.
- Numerous amendments have been made that sometimes are not consistent with the rest of the code.
- The entire code is designed to perpetuate suburban-styled development and lacks the ability to achieve context sensitive design in Hardeeville’s unique topography and location.
- It is inflexible and thus, the Zoning Board of Appeal is called upon to decide cases.
- It is not user-friendly and lacks consistent graphics to improve readability.
- New overlay districts have been approved and need to be incorporated.
- Land Development Regulations are out of date based on new storm water legislation.

The existing code can be accessed on the City’s web site at www.hardeevillesc.gov.

Method

This solicitation is a Request for Proposals (RFP). Proposals will be reviewed by a Selection Committee that will evaluate each proposal according to the selection criteria outlined in the RFP. Interviews may be requested with one or more firms responding to the RFP. Award of this contract, if any, will be to the firm deemed best qualified, in accordance with the selection criteria, to perform the services outlined in this RFP and other services as deemed necessary by the City. Pricing, while an important factor; will be only one criterion used to evaluate the responses to the RFP.

Proposals will be opened at the date and time specified and each firm responding will be recorded as a respondent. Proposal content, including pricing, will be kept confidential until award of the contract.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject any or all proposals. The City reserves the right to waive any requirement or condition of the RFP upon finding that it is in the public's best interest to do so.

3. Schedules

Release of RFP:	May 10, 2022	
Optional Responder Meeting: (Hardeeville City Hall; 205 Main Street Hardeeville, SC)	May31, 2022	12:00 PM
Deadline for Submitting Written Questions:	June3, 2022	12:00 PM
Proposal Due Date:	June14, 2022	2:00 PM

4. Submitting Questions

All questions concerning this RFP must be submitted in writing no later than June 3, 2022 at 12:00 PM to the following:

City of Hardeeville
Brana Snowden, AICP
Director of Planning & Development
205 East Main Street
PO Box 609
Hardeeville, SC 29927
843-784-2231
bsnowden@hardeevillesc.gov

5. Scope of Work

With assistance from City Staff, the selected consultant will conduct a public process to develop a new Zoning Ordinance for the City Hardeeville. It is anticipated that the consultant will work with the community to develop a "hybrid" zoning ordinance which incorporates form-based standards in established neighborhoods, updated but conventional zoning standards in newer, largely built out areas, and standards that support walkable, mixed-use neighborhoods in yet-to-be developed areas of the City.

The final work program will be developed in conjunction with City Staff but the scope of work should include the following:

- **Current Zoning Ordinance Diagnosis.** The consultant will work closely with City staff in producing a diagnosis of the existing code.
- **Review of Comprehensive Plan.** The consultant will review and identify Plan Goals, Objectives and Recommendations to ensure the new code will be consistent with recent planning documents
- **Public Outreach.** The consultant will develop a public outreach strategy designed to inform community stakeholders and the general public on the benefits of a hybrid code, as well as conducting regular meetings and web/social media interaction throughout the process.

- Evaluation of Existing Neighborhoods, Corridors and Districts. Hardeeville contains many unique areas that will warrant context-sensitive regulations. Staff will work with the consultant to identify these areas. There may be up to 15 such areas to be studied.
- Drafting the Document. The consultant will prepare drafts of the zoning and development ordinance, including graphics, for review by staff and the steering committee, culminating in a final version to be acted upon by the Planning Commission and the City Council.
- Integration of the New Code into User-Friendly Formats. The consultant will work with City staff as well as its information technology vendors to make the new code accessible and interactive with the public, as part of a currently under-development online permitting system.
- Staff Coordination. The Consultant shall provide resources to assist City staff with implementation of the new code through a 'start-up' period not to exceed one year.

The City will not be liable for any expenses incurred by Developers responding to this solicitation. All material submitted will be kept by the City.

Hard copy proposal should be submitted by no later than June 14, 2022 2:00 PM to:

Ms. Lori Pomarico
 City Clerk
 205 Main Street
 P.O. Box 609
 Hardeeville, South Carolina 29927

Soft copy proposals should be submitted to:
 Brana Snowden, AICP
 Director of Planning & Development
bsnowden@hardeevillesc.gov

Selection Criteria

From the complete proposals received before the deadline, finalists shall be selected to present its proposal to a committee comprised of representatives of City staff and the community.

Finalists shall be scored on criteria that include:

- Relevant Experience of Firm
- Relevant Experience of Project Team
- Public Process
- Understanding of the Issues
- Clarity of Presentation

Proposal Requirements

Proposals should contain the following information:

1. An introduction to the contractor submitting the proposal.
2. A listing of References of similar projects completed by your firm and the name, address, phone number and email of the contact person for whom the project was completed. The City of Hardeeville reserves the right to contact these references to discuss their project experience with your firm.

3. A completed pricing form for the project - the pricing form must be signed by an authorized representative of the firm.

6. Standard Terms and Conditions

The City has the sole authority to select a Consultant for this project and reserves the right to reject any and all proposals and to waive any informality or minor defects in proposals received. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal, regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposing Consultant of the conditions contained in this Request for Proposals, unless clearly and specifically noted. The City will not pay for any information requested, nor is it liable for any costs incurred by the Developers in preparing and submitting proposals.

Consultant Indemnification

Consultant shall indemnify, defend and hold the City, their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Consultant's performance of the work contemplated by this RFP. Submitting a response to this RFP signifies that the Developer is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Consultant shall be fully responsible for such coverage. Consultant's obligation to indemnify shall survive expiration or termination of this RFP and shall not be restricted to insurance proceeds, if any, received by the City and their officers, agents and employees

Intellectual Property

Any system or documents developed, produced or provided in response to this RFP, including any intellectual property discovered or developed by Developer in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in the RFP response. The Developer may retain copies of any and all material, including drawings, documents, and specifications, produced by the Developer in performance of this proposal. The City and the Developer agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

Assignment

Developer selection includes consideration of the merits of the firm / team. Assignment of the proposal is discouraged and the City reserves the right to cancel the contract if the contract is assigned without City's written consent.

6.1 City's Right to Request Additional Information

Prior to contract award, the City must be assured that the selected vendor has all of the resources to successfully perform under the contract. This includes, but is not limited to, an adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Consultant's ability to perform, if awarded, the City has the option of requesting from the Consultant any information deemed necessary to determine the Consultant's responsibility. If such information is required, the Consultant will be so notified and will be permitted approximately seven business days to submit the information requested.

6.2. Failing to Comply with Submittal Instructions

Proposals received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. The Proposal must be complete in all respects.

6.3. City's Right to Reject Proposals

The City reserves the right to reject any and all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject responses that do not contain all elements and information requested in this RFP. A proposal will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by the City on a case-by-case basis.

6.4. City's Right to Amend or Cancel RFP

The City reserves the right to amend or cancel this RFP at any time. Any amendments must be made in writing prior to the RFP closing date and time. By submitting a proposal the Consultant shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including revisions/additions made in writing prior to the close of the RFP whether or not such revision occurred prior to the time the Consultant submitted its proposal) unless expressly stated otherwise in the Consultant's proposal.

6.5. Cost for Preparing Proposals

The cost for developing the proposal and participating in the RFP process (including the protest process) is the sole responsibility of the Consultant. The City will not provide reimbursement for such costs.

6.6. RFP Released

The release of this RFP is communicated through public advertisement in the following:

City of Hardeeville Website: www.hardeevillesc.gov

6.7. Submitting a Proposal

The Consultant must submit Five (5) **hard copies** in a sealed envelope with the contractor's signature across the seal **AND** One (1) **soft copy** (PDF electronic format) with the words "MZDO Update" in Red

Hard copy proposal should be submitted by no later than June 14, 2022 2:00 PM to:

Ms. Lori Pomarico
City Clerk
205 Main Street
P.O. Box 609
Hardeeville, South Carolina 29927

Soft copy proposals should be submitted to:
Brana Snowden
bsnowden@hardeevillesc.gov

6.8. Revising, or Cancelling a Submitted Proposal

In the event that a Consultant desires to revise or cancel a submitted proposal, the Consultant must notify the City in writing of their intention to revise or cancel a proposal prior to the RFP closing date and time. If the Consultant is submitting a revised proposal, the original proposal will be returned unopened to the Consultant. A revised proposal must be received by the City prior to the RFP closing date and time.

7. General Business Requirements

This section contains general business requirements. By submitting a proposal, the Consultant is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Consultant's submitted pricing.

7.1. Standard Insurance Requirements

If awarded a contract, the Consultant shall procure and maintain insurance which shall protect the Consultant and the City (as an additional insured) from claims for bodily injury, property damage, or personal injury. The Consultant shall maintain the following insurance coverage with an insurance company licensed to do business in the State of South Carolina:

1. **Workers Compensation:** Insurance covering all employees meeting statutory limits in compliance with applicable State and Federal laws.

2. **General and Automobile Liability:**

Bodily injury, each occurrence \$ 500,000.00

Bodily injury, aggregate \$ 500,000.00

Property Damage \$ 100,000.00

Business Auto Liability per occurrence \$1,000,000.00

Excess Umbrella Liability per occurrence \$1,000,000.00

It shall be the responsibility of the Contractor and the Insurance Company to notify the City at least thirty (30) days prior to any cancellation or change in the policy.

Contractor will provide the City of Hardeeville with a copy of the certificate of insurance specifying the above limits have been met.

8. Proposal Certification

By submitting a proposal, the Consultant understands and agrees to the following:

1. That this proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such an acceptance, will constitute a valid and binding contract between the Consultant and the City; and
2. That the Consultant guarantees and certifies that all items included in the proposal meet or exceed any and all of the RFP's identified specifications and requirements except as expressly stated otherwise in the Consultant's proposal; and
3. That the proposal submitted by the Consultant shall be valid and held open for a period of ninety (90) days from the final RFP closing date and that the Consultant's offer may be held open for a lengthier period of time subject to the Consultant's consent; and
4. That the Consultant's proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The Consultant understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the laws of South Carolina have not been violated and will not be violated in any respect.

9. Proposal Evaluation and Award

9.1. Proposal Evaluation

Upon close of the RFP, proposals will be reviewed by City Staff to determine the proposal's compliance with RFP requirements; if the Consultant's proposal passes the Administrative/Preliminary review, the proposal will be submitted to the City Manager for evaluation and action.

9.2. Selection and Award

Upon completion of evaluation, the City staff will present a summary of all evaluated proposals to the City Manager and then Mayor and City Council along with the recommended proposal. The Mayor and City Council will review the summary and recommendation. The City Council will determine which, if any, proposal to award the contract, or the City Council can determine that additional information is required from any or all Contractors. The decision to award the contract will be made by a majority vote of the City Council.

9.3. Public Award Announcement

The award of a contract by the City Council will be communicated by a Notice of Award being published in the following:

City of Hardeeville Website: www.hardeevillesc.gov

10. Assignability

The Consultant may not assign this agreement or any of its rights or responsibilities hereunder without prior written consent from the City.

11. Audit

Upon not less than five (5) days prior notice, the City shall have the right to inspect and audit all records (including, without limitation, financial records) of the Consultant which pertain to the Consultant's fulfillment of this agreement and charge therefore.

12. Default and Termination

Failure of the Consultant to comply with the provisions of the contract documents shall constitute default thereof. The City shall give the contract written notice of any default; the Consultant shall have fifteen (15) calendar days from the receipt of such written notice to cure the default. Upon failure of refusal of the Consultant to cure any such default, the City shall have the right to terminate this agreement and undertake such legal and other proceedings, in law or equity, and to seek recovery of such damages, as may be allowed by law, including, but not

limited to, reasonable attorney fees and costs.