



**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
DESIGN-BUILD SERVICES**

REQUESTOR: City of Georgetown (City)  
1134 North Fraser Street  
Georgetown, SC 29440  
Contact: Nereo Parreno, Purchasing Agent  
Email: [nparreno@georgetownsc.gov](mailto:nparreno@georgetownsc.gov)  
Phone: 843.545.4043

PROJECT: City Hall – Design-Build Services

PROJECT NO.: 2005

DATE OF ISSUE: Wednesday, February 7, 2024

DUE DATE: **On or before 3:00 PM EST (local time) Friday, March 1, 2024**

Proposals must be submitted electronically through the City’s website, [www.georgetownsc.gov](http://www.georgetownsc.gov).  
The City will not accept proposals by hard copy, fax, or email.

For instructions on how to submit your proposal electronically, please refer to the City’s website, [click here](#) for a direct link.

TABLE OF CONTENTS

<u>Topic</u>	<u>Page</u>
Important hyperlinks and email address.....	3
Communication.....	3
Background.....	3
Purpose.....	4
Site.....	4
Project Description.....	4
Scope of Services.....	5
Schedule of Milestone Events.....	8
Site Visit.....	9
Pre-Proposal Meeting (via go to meeting).....	9
Process.....	9
Evaluation Criteria.....	10
Award.....	12
Protest.....	12
Questions.....	12
Submittal Instructions.....	13
General Contractual Requirements.....	16
Exhibits.....	18

### **Important hyperlinks and email addresses:**

1. [City of Georgetown website](#)
2. [City of Georgetown Public Facebook](#)
3. [City of Georgetown Purchasing Ordinance in its entirety.](#)
4. [All available project documents](#)
5. All questions must be in writing and emailed to: [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov).

### **Communication**

The City of Georgetown's policy is to commit to transparency, ensure impartiality, and complete procurement processes free of internal and external influences. To accomplish this policy, ex parte communication about the bid, between the time of commencement of preparation of the solicitation document and the bid award (written or oral), is prohibited. Therefore, potential respondents and/or respondents submitting proposals, bids, qualifications, quotes, etc. shall not engage in communication with any City employee, including elected officials, except the City official(s) designated as the contact in the Solicitation Document.

Any communication outside the one between the designated City contact in the Solicitation Document and respondents shall be considered ex parte communication and shall not be relied upon. The City shall disqualify any potential respondent and/or respondent's proposal if the City discovers that the potential respondent and/or respondent engaged in ex parte communication.

City employees and/or elected officials shall neither initiate nor engage in ex parte communication with the potential respondent and/or respondents.

### **Background**

The City of Georgetown (City) is an incorporated municipality with a population of nearly 9,000 residents. The City is located 60 miles north of Charleston and 36 miles south of Myrtle Beach. It is the endpoint of the area commonly known as "The Grand Strand." The Winyah Bay borders the City to the east and the Sampit River to the south. Tourism is a significant economic driver in the area and local industries, such as International Paper and Tidelands Hospital. The City is the county seat and operates under the Mayor-Council form of government as outlined in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at [www.georgetownsc.gov](http://www.georgetownsc.gov).

The original City Hall building was located at 120 N. Fraser Street, Georgetown, SC. It was constructed in 1977. The building foundation became unstable during the US 17/City Hall Drainage Project in 2011 after a dewatering process causing the building to be deemed unsafe and uninhabitable in August 2016. The building was demolished in January 2019.

## **Purpose**

The City is soliciting responses from qualified contractors specializing in design-build project delivery, with strong experience in municipal and government projects. The City will engage with a single entity Design-Builder who shall be responsible for both design and construction. The Design-Builder will lead in hiring and managing the architectural and engineering team (including civil design) and will enter into agreements with the architect, engineers and subcontractors, as required. Design-Builder must have an active BD-5 General Contractor's License through the South Carolina Contractor's Licensing Board and have available bonding capacity in excess of the proposed Contract Sum.

The City has hired a Project Management Consultant, LCK, to assist the City in working with the Design-Builder.

For the purposes of this RFQ solicitation, the words "Firm", "Vendor", "Design-Builder", and "Respondent" are considered synonyms.

## **Site**

The site address is 420 South Hazard Street, Georgetown, SC and more specifically is the property bordered by Gilbert Street, South Hazard Street, Butts Street, and S. Kaminski Street. The parcel is approximately four (4) acres and includes four (4) existing structures. The primary structure is an existing office building (approximately 11,500 square feet), and the three (3) remaining buildings are pre-engineered metal building structures, one (1) of which has been upfitted with typical office finishes, while the other two (2) are utilized for storage.

The work will involve demolition, interior renovations of the existing building facilities, mechanical, plumbing, fire protection system, and electrical upgrades, and limited site improvements (e.g., a drive lane to support the drive through payment window)

## **Project Description**

The new City Hall will house the following departments:

- Administration
- Finance
- Planning and Community Development
- Mayor's Office
- City Clerk's Office

The facility will also include:

- Council chambers
- Conference rooms
- Kitchenette area for staff
- Main lobby
- Drive-through
- Restroom facilities
- Vandal-proof exterior doors
- Impact-resistant exterior windows and doors

- Bullet-proof glass for customer service counters
- HEPA-type air filters
- Fiber/IT infrastructure upgrades
- Standby emergency generator adequate to power up the entire building facility.

The Design-Builder will be responsible for a turnkey package to include all design, permit submittals and construction activities to support the proposed site and general building improvements. The proposed work consists of scope such as demolition, site surveying, soil erosion, sedimentation and stormwater management, site grading for a driveway pay window, , minor paving, landscaping, hardscaping, , architectural interior renovations and limited exterior finishes and improvements, roofing, windows and doors, thermal protection, door hardware, fire protection, communications cabling, plumbing, heating and cooling, and electrical systems, including building security alarm and CCTV systems.

The work will primarily consist of interior architectural renovations, HVAC, fire protection, plumbing, electrical, IT and Telecom upgrades to an existing building previously occupied by Liberty Steel Headquarters. No structural work is anticipated.

The City’s estimated budget for this project is approximately \$3 million dollars.

**Scope of Services**

The Contractor will provide a turnkey construction under the Design-Build delivery method in order to execute the proposed scope detailed in the Project Description above.

The City will engage the Design-Builder using the following AIA document: A141-2014, Standard Form of Agreement Between Owner and Design-Builder.

In general, the work will be divided into four phases:

**Phase I- Pre-Design**

1. Collaborate with City and Project Management consultant (LCK).
2. Use cost-effective materials, products and systems.
3. Consider the safety and security of the building occupants.
4. Review the spatial assessment needs with City staff.
5. Consider the City Hall department functions as part of the design.
6. Use energy efficient mechanical and electrical equipment.
7. Prepare schematic design and renderings for City’s approval.
8. Prepare and present the final conceptual design for City’s approval.
9. Collaborate with the Building Official and Fire Marshal for their input on existing building conditions and proposed building improvements.
10. Coordinate with City’s IT manager and third-party City vendors.

## **Phase II-Design**

1. The building shall be designed per the latest building, fire, mechanical, and electrical codes in effect in this jurisdiction as it relates to the proposed renovation scope in an existing building.
2. Coordinate all design work with sub-consultants and contractors.
3. Develop design plans at 60%, 90%, and 100% completion milestones.
1. The upgrades must be designed with sustainability and energy efficiency in mind.
2. Prepare final construction plans and specifications.
3. Attend design meetings with the City and LCK.
4. Prepare for Owner's approval a project design and construction comprehensive schedule in alignment with the City's goals and objectives.
5. Provide construction estimates and cost evaluations.
6. Perform constructability reviews with the City and LCK.
7. Review finish schedules with the City.
8. Perform interior design including assisting the City in selecting finishing materials.
9. Perform value engineering and provide the City with cost savings recommendations.
10. Coordinate with City's IT manager and third-party City vendors.

## **Phase III-Construction**

1. Prepare the final Guaranteed Maximum Price (GMP).
2. Provide Payment and Performance Bonds based on the City's procurement guidelines.
3. Provide Builder's Risk Insurance.
4. Submit, track progress, and secure all applicable construction permits.
5. Procure all subcontractors and vendors.
6. Prepare construction baseline schedule for Owner's approval and provide monthly schedule updates.
7. Assign a full time, on-site construction superintendent to manage and coordinate day-to-day construction activities.
8. Perform all construction renovations and improvements in accordance with approved plans and specifications.
9. Ensure quality control and compliance, including coordinating any required construction testing with the City's third-party testing firm.

10. Coordinate all building inspections with code enforcement.
11. Monitor and enforce all OSHA construction safety standards.
12. Procure any furniture and window treatments on behalf of the City (as applicable).
13. Coordinate IT and Telecom work with City's third-party vendors.
14. Coordinate work and report directly to the City and LCK.

**Phase IV- Closeout**

1. Monitor and ensure the completion of all punch list items for each sub-contractor.
2. Provide operations and maintenance manuals to the City.
3. Test and commission all applicable mechanical and electrical systems.
4. Provide test reports to the City and LCK.
5. Provide a one-year warranty letter to the City.
6. Provide any extended warranty letters, as applicable.
7. Conduct an 11-month building inspection with the City and LCK.
8. Identify any warranty issues at the 11-month inspection and ensure correction.

## Preliminary Project Schedule

No.	MILESTONE EVENTS	DATES
1	Issue RFQ for Design-Build (DB) Services	Wednesday, February 7, 2024
2	Non-mandatory Pre-Proposal Conference (via Teams Meeting)	Wednesday, February 14, 2024, at 4:00 PM
3	Issue Memorandum of DB Method Determination to City Council for Review and Approval	Thursday, February 15, 2024
4	Mayor selects an independent monitor from an agency of government who does not report directly or indirectly to the City Administrator or City Council to observe the source selection process to determine if the process was fair, open, and competitive at the time of source selection	Friday, February 16, 2024
5	City Administrator selects committee review members responsible to review DB contractor qualifications	Friday, February 16, 2024
6	Deadline for written questions – emailed to: <a href="mailto:purchasing@georgetownsc.gov">purchasing@georgetownsc.gov</a>	Friday, February 16, 2024, at 3:00 PM
7	Deadline for addenda to be posted to the City’s website, <a href="http://www.georgetownsc.gov">www.georgetownsc.gov</a>	Wednesday, February 21, 2024, at 3:00 PM
8	Interested parties shall submit to the City Administrator written comments setting forth the position of the parties with respect to the determination as to the Design-Build contracting method to be used	Friday, March 1, 2024, at 3:00 PM
9	<b>Statements of Qualifications Due Date</b>	<b>Friday, March 1, 2024, at 3:00 PM</b>
10	Complete Committee Review of Qualification Statements (Tentative)	Friday, March 8, 2024
11	City Council DB contractor selection and negotiation approval	Thursday, March 21, 2024, at 5:30 PM
12	Interested parties may address City Council on the construction contracting method determination	Thursday, March 21, 2024, at 5:30 PM
13	Request for Proposals (RFP) Release Date	Monday, March 25, 2024
14	RFP Responses Due Date	Monday, April 1, 2024, at 3:00 PM
15	Design-Builder Proposal approval by City Council	Thursday, April 18, 2024
16	Design Start Date	Wednesday, May 1, 2024
17	Design Completion Date (125 Days after start of design)	Tuesday, September 3, 2024
18	City Council Approval of Design-Build Guaranteed Maximum Price (GMP)	Thursday, September 19, 2024
19	Permitting (25 Days)	Friday, September 27, 2024



20	Construction Start Date	Monday, September 30, 2024
21	Construction Finish Date (200 Days after start of construction)	Friday, April 25, 2025
22	IT, Security, Multimedia, Telecom Work (21 days)	Friday, May 9, 2025
23	Furniture, Fixtures, and Equipment (20 days)	Friday, May 30, 2025
24	Move-In (5 days)	Wednesday, June 4, 2025

When the Procurement Division is closed due to force majeure, response openings will be postponed to the same time on the next official business day. The vendor is responsible for obtaining information regarding response submittals directly from the [City's website](#).

Procurement procedures are subject to the City's procurement policies as outlined in the City's Municipal Code, Chapter 2 Administration, Article IV Procurement. The City's Procurement Ordinance can be found in its entirety on the [City's website](#).

The City reserves the right to change the project schedule as it deems necessary. In the event of a major date change, the City will post notice of such on the City's website and notify known participants. The City reserves the right to issue addenda to this RFQ up to two (2) days before the RFQ due date as needed to clarify the City's desires or to make corrections or changes to the RFQ document or submittal process.

All information will be updated and posted on the [City's website](#).

It is the firm's sole responsibility to obtain the information directly from the [City's website](#) regarding this project.

**Site Visit**

A site visit is not mandatory for the RFQ response. The selected contractors will be required to perform a site visit prior to submission of a fee proposal.

**Pre-Proposal Conference**

A Non-Mandatory Pre-Proposal Conference (via Teams Meeting) is scheduled for Wednesday, February 14, 2024, at 4:00 PM. Contact Purchasing Agent for meeting invitation.

**Process**

By initialing the bottom of each page of this RFQ document, firms represent that (1) their representatives have read and understood the solicitation and (2) their response is made in compliance with this solicitation. The firm's representatives are expected to examine this RFQ thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. Failure to do so will be at their risk.

All ambiguities, discrepancies, errors, omissions, or conflicting statements in this RFQ shall be interpreted to require better quality or greater quantity of work unless otherwise directed by addendum. Firms assume responsibility for any ambiguity in the solicitation that their representatives do not bring to the City's attention.

The City shall have the sole discretion in evaluating the responses and qualifications of each firm. Contracts must be awarded to the responsible firm whose response is most advantageous to the project, considering the qualifications.

The City will conduct the selection for the best qualified, responsive, and responsible firm in accordance with its procurement policy Section 2-187 Professional and Construction Management Services, Turnkey Management in the following manner:

1. This RFQ document will be made available to interested firms and accessible on the City's website at [www.georgetownsc.gov](http://www.georgetownsc.gov) under "Bids", and the South Carolina Business Opportunity (SCBO) website: <https://scbo.sc.gov/online-edition>.
2. Statement of qualifications will be opened publicly via the City's public Facebook page, <https://www.facebook.com/cityoftown/>. (*Confirm with COG if this is applicable*)
3. The submittal listing of proposals received will be posted on the City's website at [https://georgetownsc.gov/under "Bids"](https://georgetownsc.gov/under/Bids) not earlier than 48 hours after opening.
4. Statement of Qualifications (SOQs) will be evaluated as described in this RFQ.
5. A shortlist of at least three (3) top-ranked respondents may be compiled. Interviews or presentations (virtual or in-person, to be determined) to the City of Georgetown may be required.
6. At the conclusion of the RFQ committee review evaluation, the three (3) top scoring firms will be invited to submit a proposal. The City must solicit and receive at least two (2) fee proposals in response to an RFP.
7. A qualified fee proposal will be presented to City Council for approval.
8. The City of Georgetown must award to the lowest responsive and responsible vendor.
9. The City of Georgetown will notify the selected firm of a contract award after Council approval.
10. The City will exercise the local vendor preference in this solicitation. Please refer to the City's procurement policy for additional process selection criteria.

### **Evaluation Criteria**

All responses will be reviewed for the purpose of determining professional qualifications, comparable project experience, responsiveness, and responsibility. Any response which does not meet the submittal instructions found on this RFQ document, will be subject to disqualification. For purposes of determining responsibility, the City will review all information given by the respondent concerning its availability to fulfill the contract requirements and the integrity and reliability of the responder.

Submitting a response does not necessarily qualify the respondent or response as responsive or responsible. Failure to provide specific information, as requested, for use in the evaluation will cause the proposal to be non-responsive.

The Project Review Committee (PRC), consisting of members appointed by the City Administrator or his/her designee, will review and independently score the responses submitted by all firms. In its review, the PRC will consider all elements of the RFQ. Firms shall be ranked from the most highly qualified to least qualified based on the information provided by each firm and the evaluation criteria.

Offers will be consistently evaluated using only the criteria stated below:

Item no.	Evaluation Criteria	Maximum Points
1	<p><b>Experience in Design-Build Construction</b>            Experience in municipal and government projects with an emphasis of design-build approach. Bonding capacity.</p>	30
2	<p><b>Past Performance and Current Workload</b>            Performance recommendations regarding work quality, schedule, budget, communication and coordination of projects. Provide three (3) professional references.            Workload of the firm and key personnel, related to how it might impact the respondent's ability to meet the project's schedule requirements.            Past project examples (with repeat clients noted where applicable) with negotiated fee and general conditions between the Owner and Design-Builder.            Provide one (1) or two (2) examples of cost savings methods with clients when budgets are limited.</p>	30
3	<p><b>Qualifications of Key Staff</b>            Technical expertise and competence of proposed project team, including education, OSHA training, project construction management experience, registration, and years of experience of individuals who will be assigned to this project. Demonstrate ability to execute design-build projects and perform value engineering.</p>	30
4	<p><b>Local Vendor Preference, Proximity and Local Knowledge</b>            Proximity to the project location and knowledge of the area and the infrastructure to be improved, as demonstrated through relevant experience.</p>	5
5	<p><b>Participation of Women, Minority, and Veteran owned firms</b>            This relates to the proposed sub-consultants and sub-contracting firms, not workers, involved in the design and execution of the project.</p>	5
	TOTAL	100

The PRC will generally shortlist no more than three (3) of the most highly qualified firms for interviews with the PRC (as needed). The three (3) most qualified and top-ranked firms shall submit a separate fee proposal. If the selected firm and the City cannot agree upon the cost and basis for compensation, the City shall negotiate with the second-ranked firm to do the work and continue in this manner until an agreement is reached with a firm.

## **Award**

The City will make an award to a Design-Builder based on qualifications and fee. The City reserves the right to assess the Design-Builder's responsibility and qualifications after evaluating all RFQ submittals and professional references provided.

The City shall have the absolute and sole discretion in determining the best qualified and responsible firm. The City shall consider the following:

- A. The ability, capacity, and skill of the firm to perform the contract to provide the service required.
- B. Whether the firm can perform or provide the service promptly or within the time specified, without delay or interference.
- C. The character, integrity, reputation, judgment, experience, and efficiency of the firm.
- D. The quality of performance of previous contracts or services similar to services being sought in this RFQ.
- E. The previous and existing compliance by the firm with laws and ordinances relating to the contract or services.
- F. The sufficiency of the financial resources and ability of the firm to perform the contract or provide the service.
- G. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- H. The ability of the firm to provide services for the nature of the requirements of an awarded contract as required in the RFQ; and
- I. Whether the firm has met the criteria of the RFQ specifications, terms and conditions of the RFQ.

## **Protest**

In accordance with the City's Procurement Ordinance, any protest or objection to this RFQ award process must be submitted in writing to the City, Attn: Nereo Parreno, Purchasing Agent, PO Drawer 939, Georgetown, SC 29440, within ten (10) calendar days of the notification of award posted to the City's website.

## **Questions**

No answers will be given over the phone.

Questions regarding this RFQ should be submitted in writing and emailed to [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov), no later than 3:00 PM EST (local time), Friday, February 16, 2024. For questions regarding the City's Request for Proposals process, please contact [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov), no later than the aforementioned deadline.

Please note - if you do not receive confirmation from the City that your email was received before the deadline, it is the sole responsibility of the firm to contact the purchasing agent at 843.545.4043.

No questions will be accepted after the aforementioned deadline. All emails shall include the following in the subject line: **CITY HALL**

Answers to questions or Addenda will be posted on the City’s website as an Addendum no later than 3:00 PM EST (local time), Wednesday, February 21, 2024.

The firm will acknowledge receipt of all issued addenda in their submittals, if applicable.

No: \_\_\_\_\_ Dated: \_\_\_\_\_

No: \_\_\_\_\_ Dated: \_\_\_\_\_

No: \_\_\_\_\_ Dated: \_\_\_\_\_

**Submittal Instructions**

Submitting a response does not necessarily qualify the respondent or response as responsive or responsible. Failure to provide specific information, as requested, for use in the evaluation may cause the response to be non-responsive.

Responses must be submitted on the firm’s letterhead and signed by a legal duly authorized officer of the firm offering the response.

By initialing the bottom of each page of this RFQ document, the Design-Builder represents that (1) their representatives have read and understood the solicitation and (2) their response is made in compliance with this solicitation. The Design-Builder’s representatives are expected to examine this RFQ thoroughly and request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. Failure to do so will be at their risk.

All procurement procedures are subject to the City’s procurement policies as outlined in the City’s municipal code. The City’s Purchasing Ordinance can be found in its entirety on the [City’s website](#).

It is the sole responsibility of the Design-Builder to have their Responses delivered to the City before the closing hour and date. The City assumes no responsibility **for technological failure in submitting Responses electronically**. It is the firm’s sole responsibility to ensure that their response was submitted on time and that their PDF file/files are not corrupt.

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The City may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.

**Submittals may be rejected if deemed non-responsive.** To be considered, interested parties **must** submit the following no later than the aforementioned deadline:

The City **WILL NOT** accept Responses by:

Hard copy

Fax

Email

To be considered responsive, interested parties **must** comply with the following:

1. Submit proposal electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov).  
[Click here to submit electronically.](#)

Submittal package must include **all** of the following items. The PDF file upload limit is twenty-five (25) pages, single sided 8 1/2" x 11" in size, excluding RFQ document and Mandatory Local Vendor form. If more than one PDF file is uploaded, each PDF file should be clearly labeled as such:

1. Letter of Interest – 1 Page
  2. Firm Qualifications 5 to 10 Pages
  3. Key Personnel – 2 to 4 Pages
  4. Relevant Experience- 4 to 5 Pages
  5. Firm Workload- 1 Page
  6. References – 1 Page
  7. Evidence of bonding capacity – 1 page
  8. Complete Initialed copy of this RFQ document – (Place the responsible person's initials on each page)
  9. Complete Mandatory Local Vendor Submittal Form (Exhibit C)
2. The City reserves the right to waive any minor informalities and irregularities of submittals that do not affect price, quantity, quality, or delivery. Minor informalities to include: failing to initial the response, failing to acknowledge addenda, will not, by themselves result in a submittal being deemed non-responsive. The City will request that any and all firms correct the minor informality or irregularity within the same specified time.
  3. Response must be received electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov), no later than the aforementioned deadline. Responses will be publicly opened with only the proposer's names read aloud via the City's public Facebook page, <https://www.facebook.com/Cityofgtown/>. **It is the sole responsibility of the firm to have their Responses delivered to the City before the closing hour and date. The City assumes no responsibility for technological failure in submitting Responses electronically. It is the sole responsibility of the firm to confirm that their response was submitted on time, and that their PDF file/files are not corrupt.** Late Responses will not be accepted nor considered. The official clock shall be that of the City's Purchasing Agent, or designee. The City reserves the right to accept or reject any or all Responses and to waive any informalities and technicalities in the RFQ process. No additional fees, costs, or any other reimbursable expenses will be allowed.
  4. This solicitation does not commit the City to award a contract. The City reserves the right to waive any technicalities or informalities and to accept or reject any and/or all submissions as deemed by its sole judgment to be in its best interest. The City also reserves the right to terminate the selection process without notice, to waive any irregularities in any submittal, and to request additional information from any of the firms submitting a response.
  5. Any Contractor may withdraw their response only by written request, at any time prior to the scheduled opening of responses. Partial or incomplete proposals may be rejected.
  6. All costs incurred in preparing the response, or costs incurred in any other manner by the firm in responding to this RFQ, will be wholly the responsibility of the firm. All materials

and documents submitted by the firm in response to this RFQ become the property of the City and will not be returned.

7. Any proprietary information contained in the proposal should be so indicated as follows:

Vendor Disclosure

Notice of SC Freedom of Information Act

“The parties acknowledge that all material submitted may be subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under the FOIA.”

We discourage you from including any information you consider propriety or trade secret, as this material is subject to the FOIA once it's in the City's possession. If you must include any such information in your submission, please identify it by color, labeling, and/or bold font as “PROPRIETARY INFORMATION” so that it can be readily recognized. In the event the City receives a request for this material, the City will notify those parties who have identified information they believe is proprietary or trade secret of the request. The City has a ten (10) day deadline to respond to the request. This is your window to file an action challenging the release. Please be on notice that if the City is not served with such an action, the information will be released.

8. Responses must be made in the official name of the company or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the response. Responses having any erasures or corrections must be initialed in ink by the vendor.
9. Disqualification and Rejection of Response – The City reserves the right to reject any response from a firm who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFQ documents, contract of similar nature, or to reject the response from a firm who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the firm that best meets the requirements as set forth herein.
10. Assignment of Contract – Assignment to the selected firm of any contract to be entered into in accordance with this RFQ will not be recognized by the City unless such assignment has prior written approval of the City.
11. Insurance Provisions – The selected proposer will be required to provide and maintain proof of insurance throughout the contract term and as required at point of contract negotiation by the City's Risk Manager as follows:

Commercial General Liability:

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

Automobile Liability:

Combined Single Limit \$1,000,000

Workers' Compensation:

Statutory Limits

Professional Liability Insurance

Each Claim \$1,000,000

Aggregate \$ 2,000,000

Builder's Risk Insurance

Each Claim: \$1,000,000

Aggregate: \$3,000,000

The City and LCK are to be named as “Additional Insured” on the above insurance coverage as respect to the City’s interest under the contract. Certificates showing proof of insurance shall be submitted to the City prior to commencement of services under the Agreement. Further, it shall be an affirmative obligation upon the firm to advise the City’s Risk Management Department within two (2) days of the cancellation herein at one of the following options below:

- Email – purchasing@georgetownsc.gov
- Fax – 843.527.6173
- Mailing address – PO Box 939, Georgetown, SC 29442 or
- Physical address – 1134 N. Fraser Street, Georgetown, SC, 29440

Failure to do so shall be construed to be a breach of the agreement:

12. Indemnification – The selected firm agrees to indemnify, defend and hold harmless the City, LCK, and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses damages, and/or liabilities arising from their acts, errors, or omissions and for any costs or expenses incurred by the City therefore under an agreement.
13. Compliance With Law – The selected firm and its agents and employees shall be bound and comply with all federal, state and local laws, ordinance rules and regulations, as well as all other governing bodies having legal jurisdiction with respect to the area where such work is performed.
14. City Business License and Permits – The selected firm shall be required to obtain all applicable City permits and business licenses prior to work commencing. Contact Finance Department at 843.545.4048, for business license information. Contact the Planning & Community Development Department at 843.545.4010 for permitting information. These expenses shall be included in the total project cost.
15. Payment terms – A monthly itemized billing statement must be submitted in a form specified by the City for services performed. The City will remit full payment on all undisputed invoices within thirty (30) days from receipt of the invoice by the appropriate person(s) (to be designated at the time of contract).

### **General Contractual Requirements**

1. Force Majeure – The firm shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the firm. Such causes may include, but are not limited to acts of God or of the public enemy, acts of Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the firm.
2. Governing Law – Except to the extent that this agreement may be governed by any federal law, including federal bankruptcy law, this Agreement shall be governed by, constructed and interpreted under, and enforced exclusively in accordance with the laws of the State of South Carolina, and the courts in the State of South Carolina shall have jurisdiction with respect to any dispute arising hereunder.
3. Firm Qualifications – Firm must, upon request of the City, furnish satisfactory evidence of its ability to furnish products and/or services in accordance with the terms and conditions of this RFQ. The City reserves the right to make the final determination as to the firm’s ability to provide the services herein.



4. Firm Responsibility – Each firm shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFQ. It is expected that this will sometimes require on-site observation. The failure or omission of the firm to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFQ or to a contract.
5. Affirmative Action – The firm will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
6. Women and Minority Business Enterprise (WMBE) Statement – It is the policy of the City to provide minorities, and women equal opportunity for participating in all aspects of the City’s contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina. It is the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status. It is further the policy of the City to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.
7. Termination – Subject to the following provisions, any contract resulting from this Request for Qualifications may be terminated by the City provided a thirty (30) day advance notice in writing by the City Administrator, or his designee, is given to the firm:
  - 7.1 Non-Appropriations – Funds for this contract are payable from local appropriations. If sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City.
  - 7.2. Convenience – In the event that a contract is terminated or canceled upon request and for the convenience of the City without the required thirty (30) day advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
  - 7.3 Cause – Termination by the City for the cause, default or negligence on part of the firm, shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) day advance notice requirement is waived and the default provision herein shall apply.
  - 7.4 Default – In case of default by the firm, the City reserves the right to purchase any and all items/services in default in open market, charging firm with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING FIRM WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
8. Prime Firm Responsibilities – The firm will be required to assume sole responsibility for the complete effort as required by this RFQ. The City will consider the firm to be the sole point of contact with regard to all contractual matters.
9. Subcontracting – For those scopes of work covered by this RFQ that are to be subcontracted, at the appropriate stage of the project, the Design-Builder shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the City. If required, the successful firm will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the firm.
10. Ownership of Material – All materials and documents submitted by the firm in response to this RFQ become the property of the City and will not be returned to the firm.

11. Compliance with State and Federal Requirements – State and Federal requirements that are more restrictive than these set forth herein shall be followed by the Contractor.
12. Contract Amendments - Amendments to any agreement between the City and the firm must be reviewed and approved in writing by the City Administrator or designee.
13. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City Finance Department.
14. Records Retention and Right to Audit – The City shall have the right to audit the books and records of the firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under contract.
15. The City may conduct performance audits of the firm, as determined necessary by the City. Pertaining to all audits, the firm shall make available to the City, access to its computer files containing the history of the contract performance and all other documents related to the audit. Additionally, any software used by the firm shall be made available for auditing purposes at no cost to the City.
16. Independent Contractor Status - The parties hereby agree that the Contractor is an independent contractor of the City and that nothing in an agreement with the City shall be deemed to place the parties in a relationship of employer/employee, partners, or joint ventures. Neither party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other party in any manner. Each party shall only be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, or other similar taxes or charges with respect to its activities in relation to the performance of its obligations of an agreement.
17. Representations of Firm - Firm represents, warrants, and covenants that:
  - (a) In providing the services firm shall utilize the care and skill used by members of firm's profession practicing under similar circumstances at the same time and in the same locality.
  - (b) All employees provided by the firm to the City shall have the qualifications, skills, and experience necessary to perform his/her job in accordance with the requirements of the agreement. The City may request removal of any employee for good cause.
  - (c) The firm is a business, validly existing and in good standing under the Laws of the State of South Carolina.
18. Indemnity Provisions - Firm agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (Including attorney fees and costs of any suit related thereto) suffered or incurred by the City, arising from or related to the terms of this project, or firm's performance thereunder.

**Exhibits Available**

- A) Site Survey
- B) Existing floor plan for main office building
- C) Local Vendor Preference form