



REQUEST FOR QUALIFICATION (RFQ)  
LEADING TO A REQUEST FOR PROPOSAL (RFP)  
FOR  
ENGINEERING CONSULTING SERVICES

REQUESTOR: City of Georgetown  
1134 North Fraser Street  
Georgetown, SC 29440  
Contact: Nereo Parreno, Purchasing Agent  
Email: nparreno@georgetownsc.gov  
Phone: 843.545.4046

PROJECT: Wastewater Lift Stations & Wastewater Treatment Plant (WWTP)  
Condition Assessments

PROJECT NO.: 1820 & 1823

RELEASE DATE: Thursday, October 31, 2024

DUE DATE: **On or before 3:00 PM EST (local time) Wednesday, November 27, 2024**

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

For instructions on how to submit your qualification 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
Project Description.....	4
Site Visit.....	4
Scope of Services.....	5
Process.....	7
Award.....	9
Evaluation Criteria.....	9
Protest Procedure.....	11
Questions.....	11
Schedule of Events.....	12
Submittal Instructions.....	14
General Contractual Requirements.....	17
Exhibits.....	19

**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**

It is the policy of the City of Georgetown 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 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 potential respondent and/or respondents.

**Background**

The City operates a total of twenty-five (25) sewer pump stations. The Maryville School Pump Station # 16 was recently fully retrofitted in 2023. The City has plans to replace Pumps Station #11 (former City Hall site) in 2025. All the other pump stations show signs of aging and need to be inspected for a full condition assessment.

The WWTP was originally designed to handle a maximum 30-day average flow of 12 MGD and a peak day flow of 18 MGD. Historical flows to the WWTP have been well below these design capacities with the maximum 3-day average flow being 6.1 MGD, and the peak day flow being 8.7 MGD from 2010 through 2013. The WWTP typically operates only two of its three SBR units and the capacity of two operating units is 8 MGD for a maximum 30-day average flow and 12 MGD for a peak day flow, which should be sufficient to treat the historical flows received.

## **Purpose**

The purpose of this RFQ is to seek statement of qualifications from water/wastewater engineering consultants for the purposes of selecting a short-list of highly qualified firms to conduct a condition assessment for the City's wastewater treatment plant and sewer pump lift stations.

The RFQ selection will lead to a Request for Proposal (RFP) from at least two engineering firms.

The words engineer, consultant, or consulting firm are meant to be synonymous with this RFQ.

## **Project Description**

The two projects involve non-destructive type of inspections of the City's Twenty-Three (23) sewer pump stations and wastewater treatment regional plant, perform a condition's assessment, and submit a report to the City.

The report shall include recommendations for repair, maintenance, upgrades, and/or replacement of pump stations and the WWTP critical infrastructure components, including a life cycle analysis.

A 10-year CIP shall be developed as part of the condition assessment.

It is the responsibility of the submitting firm to familiarize themselves with the project area and access.

## **Site Visit**

Refer to exhibit map for a general location of all pump station sites. The exact address will be provided to the selected consultant after the award.

The WWTP site is located at 126 Ridge Street, Georgetown, SC 29440.

Contact Mr. Paul Fodor, Plant Supervisor, at 843-545-4805 to arrange for a plant visit during normal business hours from 8 AM to 2 PM.

Contact Mr. Chris Mullis, Water Utilities Director, at 843-545-4505 to arrange for a lift station site visit.

A site visit is not mandatory but strongly encouraged prior to the qualification submittal.

## **Scope of Services**

### **TASK 1- WASTEWATER LIFT STATION CONDITION ASSESSMENT (PROJECT NO. 1820)**

The selected consultant will conduct inspections and provide a condition assessment report of all twenty-three sewer pump stations, excluding PS # 11 scheduled for replacement in 2025 and PS #16 recently reconstructed.

The engineer will perform the following work activities:

1. Visit each pump station site.
2. Inspect pumps and motors.
3. Inspect valves and piping.
4. Inspect control panels, alarm system, and electrical components.
5. Make recommendations for SCADA monitoring and controls, as relevant.
6. Take photos of each pump station site, including mechanical and electrical components.
7. Prepare condition assessment report, including recommendation for upgrades and replacement.
8. Prepare a 10-year Capital Improvement Plan in order of priority.
9. Coordinate pump station site access with City staff.

### **TASK 2- WASTEWATER TREATMENT PLANT CONDITION ASSESSMENT (PROJECT NO. 1823)**

The selected consultant will assign a team to perform the plant's condition assessment through a combination of visual inspections, non-destructive testing, equipment performance monitoring, and a review of historical data and maintenance records.

The consultant will also need to develop a capital improvement plan (CIP) for the next 10 years. Cost projects shall be adjusted for inflation.

The consultant will need to have open communication with plant personnel, visit the site, and write a report draft for City's review and comments, a final report will be due at the completion of the assignment.

The final report shall have the following contents:

1. EXECUTIVE SUMMARY
- 2- CIVIL AND STRUCTURAL SYSTEMS

Perform visual and non-destruction observations of the site, building structures, wetwells, including above-ground tanks and pipelines and report major and minor issues including any

routine maintenance needed including any required painting or re-coating for corrosion protection.

Perform an interior and exterior assessment of the following buildings:

- Office Bldg.
- Shop and Storage Bldg.
- Press Bldg.
- Chlorine Storage Bldg.
- Electrical Bldg.

### 3- MECHANICAL AND ELECTRICAL SYSTEMS

Evaluate and perform visual observations of the following components:

- Influent Lift Station
- Headworks including grit removal and bar screen systems.
- Influent Pumps and Motors
- Grit Pumps and Motors
- Effluent Pumps and Motors
- SBR Surface Aerators
- Chlorine System
- Hydraulic Press
- Electrical Panels
- Instrumentation

The evaluation shall include review and the hydraulic performance of lift station, influent, and effluent pumps.

### 4- PROCESS PERFORMANCE EVALUATION

- Review the plant's inflow and outflow data.
- Review treatment processes including the quality of effluent for compliance with regulatory standards.
- Update Plant Process Flow Diagram
- Make recommendations to implement processes optimization measures, aeration rates, and chemical dosages to improve efficiency and operating costs.

### 5-SAFETY AND ENVIRONMENTAL CONCERNS

Review of the plant's safety protocols and emergency response including staff training and regular drills in compliance with federal and state protocols.

Discuss the plant's resilience to environmental threats such as hurricanes, tornados, earthquakes, and flooding.

Provide recommendations on actions needed.

## 6- CAPITAL IMPROVEMENT PLAN

The consultant shall prepare a 10-year CIP in order of priority with cost estimates prorated for inflation.

## 7-FINAL CONCLUSIONS AND RECOMMENDATIONS

Provide all necessary conclusions and recommendations in this section.

### **The City will:**

1. Cooperate with the consultant on a timely basis.
2. Provide the appropriate record drawings and information.
3. Review the consultant's draft submittals in a timely fashion.
4. Pay for all services rendered based on a percentage of work completed at the end of the month.

### **Process**

The City reserves the right to request additional information from any, and all prospective bidders or individuals deemed necessary by the City to evaluate the Qualification. However, this process may not be used as an opportunity to submit missing documentation or information or make substantive revisions to the original submission.

The City reserves the right to cancel or reissue the RFQ and/or revise the schedule at any time.

The City also reserves the right to accept or reject any qualifications deemed in its best interest and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

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 submission 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 the 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 absolute sole discretion in evaluating both the **QUALIFICATION AND PROPOSAL** of the firms. Contracts must be awarded to the responsible firm whose qualification is most advantageous to the project, considering both fee and qualifications.

This solicitation will be conducted in accordance with the City's Purchasing Ordinance which can be found in its entirety on the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov).

The City will conduct the selection for the best qualified, responsive, and responsible consultant in the following manner:

1. This solicitation document will be made available on the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov), and the South Carolina Business Opportunity (SCBO) website: <https://scbo.sc.gov/online-edition>.
2. Qualifications will be received electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov), no later than the aforementioned deadline. Qualifications will be publicly opened and read aloud via the City's public Facebook page, <https://www.facebook.com/cityoftown/>. Due to the possibility of negotiation with any firm submitting a reasonable and responsible qualification which appears to be eligible for contract award pursuant to the selection criteria set forth in this RFQ, prices will not be divulged at the time of opening.
3. At the City of Georgetown's discretion, a shortlist of the most qualified consultants may be compiled and asked to make presentations to the City of Georgetown.
4. At the conclusion of the RFQ process, qualified consultants may be presented to the Georgetown City Council for review and approval, as required.
5. A firm will be selected for contract negotiations as required.
6. The City of Georgetown will notify the selected firm of its intent to offer a contract award.
7. The submittal listing of qualifications received will be posted on the City's website at <https://georgetownsc.gov> under "Bids" not earlier than 48 hours after opening.



**Award**

Submission of a qualification indicates acceptance by the consultant of the conditions contained in this RFQ. A contract shall be awarded to the best qualified and lowest responsive and responsible firm based on the evaluation criteria.

**Evaluation Criteria**

The selection of the consultant is based on professional qualifications and competitive fees. Fee proposals may be subject to negotiation for fair and reasonable compensation.

All qualifications will be reviewed for purposes of determining professional qualifications, responsiveness, and responsibility. Any submission that does not meet the submittal instructions found on page 14 of this RFQ document will be subject to disqualification. For purposes of determining responsibility, the City will review all information given by the Consultant concerning its availability to fulfill the contract requirements and the integrity and reliability of the firm.

Submitting a qualification does not necessarily qualify the Consultant or qualification as responsive or responsible. Failure to provide specific information, as requested, for use in the evaluation will cause the qualification 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 qualification 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:**

<b>Item no.</b>	<b>Evaluation Criteria</b>	<b>Maximum Points</b>
1	Experience & Qualifications of Firm Personnel- <ul style="list-style-type: none"> <li>▪ Key personnel experience in wastewater treatment and collection systems</li> <li>▪ Asset management experience</li> <li>▪ RIA and SRF experience</li> </ul>	25
2	Related Experience of Similar Past Projects <ul style="list-style-type: none"> <li>▪ Consultants' ability to deliver a quality work product on budget and on schedule on similar types of projects.</li> </ul>	25
3	Project Understanding and Approach – <ul style="list-style-type: none"> <li>• Description/understanding of required services</li> <li>• Overall plan of project execution including timeline</li> <li>• Explain how the firm will ensure excellent communication from the Project Manager to City staff, including dealing with plant field personnel.</li> </ul>	20
4	Pre-Proposal Meeting Interviews	20
5	Reference letters from other Water Utility Agencies (Three)	5
6	Local Vendor Preference - See Exhibit D	5
	<b>TOTAL</b>	<b>100</b>

### **Protest Procedure**

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 of Georgetown, 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 Request for Qualification should be submitted in writing and emailed to [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov), no later than **3:00 PM EST** (local time), Wednesday, November 13, 2024

Answers to questions or Addenda will be posted on the City's website no later than **3:00 PM EST** (local time), Wednesday, November 20, 2024

Please note - if you do not receive confirmation from the City that your email was received before the deadline, it is the bidder's sole responsibility to contact the Purchasing Agent at 843.545.4043.

No questions will be accepted after the deadline mentioned above. All submittals shall include the following in the subject line: **Sewer Lift Station & Wastewater Treatment Plant Condition Assessment.**

**Schedule of Events**

<b>No.</b>	<b>MILESTONE EVENTS</b>	<b>DATE</b>	<b>TIME EST (LOCAL TIME)</b>
1	Release Request for Qualifications (RFQ)	Thursday , October 31, 2024	
2	Deadline for written questions - emailed to: purchasing@georgetownsc.gov	Wednesday, November 13, 2024	3:00 PM
3	Deadline for addenda to be posted to the City's website, www.georgetownsc.gov	Wednesday, November 20 , 2024	3:00 PM
4	Statement of Qualifications due date	Wednesday, November 27, 2024	3:00 PM
5	Interviews via MS Teams	December 2024- Dates TBD	
6	RFQ Statement Evaluations	December 2024	
7	Request for Proposal to Shortlisted firms	December 2024	
8	Deadline for written questions - emailed to: purchasing@georgetownsc.gov	January 2025	
9	Deadline for addenda to be posted to the City's website, www.georgetownsc.gov	January 2025	
10	Proposal due date	January 2025	
11	Approval and Award of Engineering Contract	February 2025	
12	Start Condition Assessment	March 2025	
13	Complete Condition Assessment (150 days after NTP)	July 2025	

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

Procurement procedures are subject to the City's procurement policies as outlined in Section 2-185 and 2-188 of the City's Municipal Code (Chapter (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.

The City reserves the right to request additional information from any and all prospective consultants or individuals deemed necessary by the City to evaluate the qualification. However, this process may not be used as an opportunity to submit missing documentation, missing information, or to make substantive revisions to the original submission.

The City reserves the right to cancel or reissue the RFQ and/or revise the schedule at any time.

The City also reserves the right to accept or reject any or all qualifications deemed in its best interest and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

Once a final determination is made, the City is not required to furnish a statement of the reason(s) a Qualification was not selected.

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

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

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

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

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

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

## Submittal Instructions

The fee proposal shall be valid for a period of 60 calendar days from the date of proposal opening.

By initialing the bottom of each page of this RFQ document, the bidder represents that (1) their representatives have read and understood the solicitation and (2) their submission is made in compliance with this solicitation. Consultants' 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.

The City's Purchasing Ordinance can be found in its entirety on the [City's website](#).

Your qualification must be submitted electronically to ensure it remains sealed until the scheduled bid opening date and time.

It is the sole responsibility of the bidder to have their qualifications delivered to the City before the closing hour and date. The City assumes no responsibility **for technological failure in submitting qualifications electronically**. It is the sole responsibility of the bidder to confirm that their qualification was submitted on time, and that their PDF file/files are not corrupt.

**Submittals may be rejected if deemed non-responsive.**

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

Hard copy

Fax

Email

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

1. Submit **qualification** 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. If more than one PDF file is uploaded, each PDF file should be clearly labeled as such:

1. Complete Initialed copy of this RFQ document - (Place responsible person's initial's on each page)
2. Companies Statement of Qualifications - Must be no more than five (5) pages. It should summarize qualifications, project understanding, relevant experience, and availability to complete the project within the specified timeline.
3. Reference Letters (Three)
4. Complete the Mandatory Vendor Submittal Form (Exhibit D)

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 submission, failing to acknowledge addenda, will not, by themselves result in a submittal being deemed non-responsive. The City will request that any and all bidders correct the minor informality or irregularity within the same specified time.
3. The qualification must be received electronically through the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov), no later than the aforementioned deadline. Qualifications will be publicly opened and read aloud via the City's public Facebook page, <https://www.facebook.com/Cityofgtown/>. **It is the sole responsibility of the bidder to have their submissions delivered to the City before the closing hour and date. The City assumes no responsibility for technological failure in submitting qualifications electronically. It is the sole responsibility of the bidder to confirm that their response was submitted on time, and that their PDF file/files are not corrupt.** Late submissions 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 submissions and to waive any informalities and technicalities in the qualification 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 bidders submitting a Qualification.
5. Any bidder may withdraw their submission only by written request, at any time prior to the scheduled opening of responses. Partial or incomplete submissions may be rejected.
6. All costs incurred in preparing the qualification, or costs incurred in any other manner by the bidder in responding to this RFQ, will be wholly the responsibility of the bidder. All materials and documents submitted by the bidder in response to this RFQ become the property of the City and will not be returned.
7. Any proprietary information contained in the submission 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. Qualifications 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. Submissions having any erasures or corrections must be initialed in ink by the vendor.
9. Disqualification and Rejection of Qualification – The City reserves the right to reject any submission from a Qualification 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 qualification from a response who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to a response that best meets the requirements as set forth herein.
10. Assignment of Contract – Assignment to the selected consultant 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 consultant will be required to provide and maintain proof of insurance throughout the contract term in the amount of \$1,000,000.00 and as required at the point of contract negotiation by the City's Risk Manager as follows:
  - Comprehensive General Liability (per occurrence);
  - Comprehensive Auto Liability (per occurrence); and
  - Workers' Compensation Liability
  - Automobile Liability
  - Professional Liability Insurance

The City of Georgetown is 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 consultant to advise the City's Risk Management Department within two (2) days of the cancellation herein at one of the following options below:

- Email – [ccribb@georgetownsc.gov](mailto:ccribb@georgetownsc.gov)
- Fax - 843.545.4201
- Mailing address - PO Box 939, Georgetown, SC 29442

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

12. Indemnification - The selected consultant agrees to indemnify, defend and hold harmless the City 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 consultant 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 - The selected consultant shall be required to have a yearly business license or obtain a "per-job" business license prior to work commencing.



Contact the Finance Department at 843.545.4041 for business license information  
These expenses shall be included in the total proposal 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 proposal 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 proposal. 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 proposal.
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. Consultant Qualifications - Qualification 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 consultant's ability to provide the services herein.
4. Consultant Responsibility – Each qualification 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 consultant 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 consultant 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 qualification:
  - 7.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If the 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 proposal, 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 consultant, the City reserves the right to purchase any and all items/services in default in open market, charging consultant with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING PROPOSAL WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
8. Prime Consultant Responsibilities - The consultant will be required to assume sole responsibility for the complete effort as required by this RFQ. The City will consider the consultant to be the sole point of contact with regard to all contractual matters.
9. Subcontracting - If any part of the work covered by this RFQ is to be subcontracted, the consultant shall identify the subcontracting organization and the contractual arrangements made therewith at the time of the offer. All subcontractors must be approved by the City. The successful consultant will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the consultant.
10. Ownership of Material – All materials and documents submitted by the consultant in response to this specification become the property of the City and will not be returned to the consultant.
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 consultant.
12. Contract Amendments - Amendments to any agreement between the City and the consultant must be reviewed and approved in writing by the City Administrator or his 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 consultant 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 consultant, as determined necessary by the City. Pertaining to all audits, the consultant 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 consultant 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 Consultant - Consultant represents, warrants, and covenants that:
  - (a) In providing the services, consultants shall utilize the care and skill used by members of the consultant's profession practicing under similar circumstances at the same time and in the same locality.
  - (b) All employees provided by the consultant 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 the removal of any employee for a good cause.
  - (c) Firm is a business validly existing and in good standing under the laws of the State of South Carolina.
18. Indemnity Provisions - Consultant 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 consultant's performance thereunder.

**Exhibits Available-**

- A. Consultant Services Agreement Sample
- B. Pump Station List & Site Map
- C. WTP Site Map
- D. Mandatory Vendor Submittal Form