



**REQUEST FOR QUALIFICATIONS
(RFQ)
FOR
ENGINEERING SERVICES**

REQUESTOR: City of Georgetown
1134 North Fraser Street
Georgetown, SC 29440
Contact: Nereo Parreno, Purchasing Agent
Email: nparreno@georgetownsc.gov
Phone: 843.545.4048

PROJECT #1: Sewer Force Main Replacement Project #1820

PROJECT #2: Sewer Pump Station #11 Replacement Project #1821

GRANT: SCIIP GRANT AWARD #A-23-C079

DATE OF ISSUE: Monday, July 24, 2023

DUE: **On or before 2:00 PM EST (local time), August 17, 2023**

Proposals must be submitted electronically through the City's website, 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
South Carolina Infrastructure Investment Program (SCIIP) Requirements.....	3
Introduction	4
Method of Procurement.....	4
Project Description.....	4
Scope of Work.....	5
Site Visit.....	7
Project Schedule	8
Submittal Instructions.....	9
Proprietary/Confidential Information.....	14
Questions/Requests for Clarifications.....	15
Addenda.....	15
Contact Policy.....	15
Acceptance and Rejection of Submissions.....	15
Cancellation/Rejection.....	15
Conflict of Interest.....	16
Collusion.....	16
Evaluation and Award Process.....	16
Selection Criteria.....	18
General Contractual Requirements.....	20
Additional Terms and Conditions	22
Exhibits.....	25

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.

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 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 (Owner) 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 Tideland 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.

South Carolina Infrastructure Investment Program (SCIIP) Requirements

This project is being funded in whole or in part by the South Carolina Infrastructure Investment Program (SCIIP), which is administered by the South Carolina Rural Infrastructure Authority (RIA) and funded by federal State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). All federal SLFRF requirements and SCIIP requirements will apply to the contract. All consultants, contractors and subcontractors are required to be registered in the federal System for Award Management (SAM) and may not be debarred from doing business with the federal government. The successful respondent will be required to comply with all applicable federal regulations, including those outlined in Exhibit A. More information about program requirements can be found in the SCIIP Project Management Procedures found at ria.sc.gov/resources/forms-documents.

INTRODUCTION

The City of Georgetown is issuing this Request for Qualifications (RFQ) to identify a qualified civil engineer to provide a full range of wastewater engineering services to support the implementation of the **City of Georgetown Sewer Improvement Projects: 1) Pump Station #11 Replacement and 2) Sewer Force Main Replacement**. These services will be provided under contract with the City of Georgetown with funding provided by the South Carolina Rural Infrastructure Authority (RIA) through the South Carolina Infrastructure Investment Program (SCIIP) under SCIIP Grant #A-23-C079.

Method of Procurement

This is a qualifications-based selection. Award will be given to the most responsible, responsive and most highly-qualified engineering firm based on the factors outlined in Section 5, SELECTION CRITERIA. Cost is NOT a factor in the ranking of firms to provide services herein. DO NOT include any reference to consultant costs in the RFQ response. Any RFQ response with any discussion of cost will be disqualified. Contract fees will be negotiated after selection based on the project scope. A general scope of work is outlined below.

Firms are advised that this evaluation and selection process is a competition and not simply a prequalification. It is the intent of the City of Georgetown to award the contract to a single firm or two firms, one for each project.

Project Description

The SCIIP funding will be used to complete two projects:

1) Sewer Pump Station #11 Replacement

This project includes the complete replacement and upgrades of the existing pump station facility. Pump Station #11 is located at the former City Hall site on Dozier Street between Front and Prince Streets.

2) Sewer Force Main Replacement

The force main installation will consist of open-cut trenching or trenchless technology such as horizontal directional drilling (HDD) or a combination of both.

The pipe will need to cross the CSX Railroad Company's right of way in the three (3) specified locations: Hazard Street, Front Street, and Ridge Street.

The jack and bore method will need to be utilized at the railroad crossing.

The selected consultant will need to contact CSX and apply for an encroachment permit early in the design process to avoid unexpected delays.

The force main will have isolation plug valves and air vacuum valves with manholes. Street and sidewalk restoration will be required in the areas of open-cut trenching.

The application for SCIIP funding and grant award information can be found in the City's website under the Engineering tab:

https://www.georgetownsc.gov/governmental_services/departments/engineering.php

SCOPE OF WORK

To support this project, the City of Georgetown is requesting full engineering services to include the following scope of work:

The engineer shall prepare design documents and provide construction management and inspection services for Project 1-Pump Station #11 Replacement and Project 2- Sewer Force Main Replacement. The City may procure construction bids for the two projects separately but concurrently, under three possible bidding options: 1) Two separate construction contracts, one for Pump Station #11 and another for the Force Main Replacement 2) One contract as Division 1-PS #11 Replacement and Division 2-Force Main Replacement; or 2) One contract: Division 1 with an Alternate: Division 2.

The details of the contracting method will be selected at a later date under the advice of the selected consulting engineer.

Task 1-PER

- Conduct kick-off meeting with Owner
- Prepare Preliminary Engineering Reports (PER) for both projects.
- Prepare preliminary cost estimates for both projects.
- Become acquainted with federal and SCIIP grant procurement guidelines
- Become acquainted with the SCIIP project management requirements.
- Pump Station #11 will need to be relocated across the street on another parcel owned by the City. No land easement and acquisitions are anticipated.
- The design of Pump Station #11 has an architectural component as the station will need to be housed under one building structure.
- The City will consider the use of a pre-fabricated precast building structure to house the new pumps.
- Explore option for force main installation of open cut vs. horizontal direction drilling
- Conduct cost analysis and recommend new pipe material for the new force main

Task 2 –Surveying and Subsurface Exploration

- Site surveying for Pump Station #11
- Route survey for existing sewer force main
- Submit certified surveys in both CAD and PDF formats
- Perform soil and subsurface investigation along force main route (Four drill locations min.)
- Perform soil and subsurface investigation at PS #11 site (Two drill locations min.)
- Submit geotechnical reports in PDF format

Task 3-Schematic and Final Design

- The design must comply with AWWA, DHEC and SCDOT standards
- Prepare engineering drawings at 50% and 90% design stage
- Conduct design reviews with Owner and other pertinent agencies
- Prepare traffic control plans
- Prepare technical specifications
- Incorporate Owner's front-end documents and all SCIIP grant related contract documentation into bid final bid documents.
- File for all necessary permit applications and obtain agency approvals
- Revise drawings in response to directives from governmental authorities as needed
- Complete final 100% construction bid documents
- Prepare final construction cost estimate
- Submit monthly status reports along with invoice
- All final drawings and specifications must be signed and sealed by a South Carolina PE in good standing
- Provide Owner with AutoCAD and PDF construction documents (documents become property of the City)
- Provide three sets of final bid drawings

Task 4-Bidding, Permitting, and Procurement

- File application permits with DHEC, CSX, DOT and others
- Obtain all the necessary permits for the Owner
- Prepare bidding documents and revise as needed
- Respond to bidder's questions
- Assist Owner in bidding the project and negotiating with contractors
- Attend and chair pre-bid meeting and write meeting minutes
- Compile contract documents and participate in the pre-construction conference
- Review bids and prepare bid tabulation signed and sealed by a South Carolina PE
- Prepare award recommendation letter
- Publish any necessary addenda
- Provide conformed construction documents
- Include value engineering in both projects

Task 5-Construction

- Perform construction management duties representing the Owner

- Chair pre-construction conference and write meeting minutes
- Conduct monthly progress meetings (allow for a total of 16 site meetings including round trips)
- Prepare meeting agenda and minutes, distribute to project stakeholders.
- Review and approve submittals
- Respond to RFIs
- Review pay requests
- Review change orders and make recommendations of approval
- Prepare change order documents for Owner and RIA approval
- Provide construction observation and inspection reports (allow for on trip per week for 60 weeks)

Task 6- Close-out

- Conduct a preliminary and a final inspections for each project
- Prepare and issue punch list items
- Review and approve Contractor's closeout submittals
- Review Contractor's final as-built drawings
- Prepare record drawings stamped by SC PE
- Prepare certificates of substantial and final completion
- Assist Owner with grant close-out procedures
- Obtain DHEC's approval to operate

Note 1: The selected firm shall comply with all federal, state, and City procurement and project management grant requirements, including but not limited to the 2CFR 200.

Note 2: The City of Georgetown will become the owner of all design documents and shall have exclusive rights for using them, provided they are employed in the projects described above.

SITE VISIT

A site visit is not mandatory, but selected consultants are highly encouraged to visit the existing and proposed pump station sites and study the force main route.

PROJECT SCHEDULE

Timely completion of the project is a key requirement, as delays could result in the loss of grant funding.

MILESTONE EVENTS	DATES
Release RFQ	Monday, July 24, 2023
Pre-Proposal Conference (via Go to Meeting) - Non-Mandatory Meeting at 2 PM	Tuesday, August 1, 2023
Deadline for written questions - emailed to: purchasing@georgetownsc.gov	Tuesday, August 8, 2023
Deadline for addenda to be posted to the City's website, www.georgetownsc.gov	Friday, August 11, 2023
RFQ Submittal Date by 2 PM	Thursday, August 17, 2023
Completion of Selection Committee Review and Recommendation	Thursday, August 31, 2023
Submit Fee Proposals	Thursday, September 7, 2023
Contract Approval by City Council and RIA	Thursday, September 21, 2023
Issue Notice of Award-Design	Monday, October 2, 2023
Execution of Design Contract	Thursday, October 12, 2023
Start Design Services (NTP date)	Friday, October 13, 2023
Finish Design Services (210 calendar days from NTP date)	Friday, May 10, 2024
Acquisition of Permits (Allow for 60 calendar days after final design)	Tuesday, July 9, 2024
Advertise for Bids	Tuesday, July 9, 2024
Open Bids (31 days after bid release date)	Friday, August 9, 2024
Construction Contract Approval by City Council and RIA	Thursday, September 19, 2024
Issue Notice of Award -Construction	Friday, September 20, 2024
Start Construction (NTP date)	Monday, October 21, 2024
Finish Construction (540 calendar days from NTP date)	Tuesday, April 14, 2026
Grant Closeout (90 calendar days after final construction date)	Monday, July 13, 2026

SUBMITTAL INSTRUCTIONS

The City of Georgetown is hereby issuing this Request for Qualifications (RFQ) to engineering firms that have the capability and interest in undertaking and performing the scope of work described in this RFQ. The RFQ will be publicly advertised in accordance with the SCIIP procurement guidelines.

The OFFICIAL CONTACT for this solicitation is:

Name: Nereo Parreno
Title: Purchasing Agent
City of Georgetown: City of Georgetown
Phone: 843-545-4046
Email: nparreno@georgetownsc.gov

Note: Submit all qualification statements electronically.

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

The consultant proposal price shall be valid for a period of ninety (90) calendar days from the date of the proposal opening. Do not submit fee proposals at this time.

Proposals must contain a cover letter on the firm's letterhead and signed by a legal duly authorized officer of the firm offering the proposal.

By initialing the bottom of each page of this RFQ document, the Consultant represents that (1) their representatives have read and understood the solicitation and (2) their proposal is made in compliance with this solicitation. The Consultant'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 Consultant to have their Proposals delivered electronically to the City before the closing hour and date.

The City assumes no responsibility for technological failure in submitting Proposals electronically. It is the firm's sole responsibility to consider that their proposal was submitted on time and that their PDF file/files are not corrupt.

Respondents interested in providing the services outlined in this RFQ must prepare and submit a statement of qualifications that must not be more than the equivalent of 15 single sided 8 ½ by 11-inch pages in length (not counting the front and back covers, section dividers that contain no information, and any required forms). The submission must include the following, in the order listed:

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 Proposals by:

Hard copy
Fax
Email

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

Submit proposal electronically through the City's website, www.georgetownsc.gov.

1. Submittal package must include all of the following items. The PDF file upload limit is 6, excluding this RFQ document. If more than one PDF file is uploaded, each PDF file should be clearly labeled with the Vendor name and corresponding number below:

1. Cover Letter - 1 Page
2. Summary of Qualifications, Experience, and Availability – 4 to 6 Pages
3. Proposed Project Approach - 4 to 6 Pages
4. Three Professional References (Within 5 Years) - 1 Page
5. Complete Initialed copy of this RFQ document –
(Place the responsible person's initials on each page)
6. Complete Mandatory Vendor Submittal Form – Local Vendor Preference Option (Exhibit B)

Cover Letter

The response should contain a cover letter signed by a person authorized to commit the respondent to perform the work described in this RFQ. It should identify all sub-consultants proposed as part of the consulting engineer's team RFQ.

Firm Qualifications

Provide relevant information about the firm including the following:

- Organization/company overview as it relates to the requirements of the RFQ
- Organization/company overview of all sub-consultants as it relates to the requirements of the RFQ
- Number of years the firm has been providing the requested services with a brief description of recently performed projects that indicate the past performance and abilities of the proposed team. More detail on specific projects should be included in the Relevant Experience section.

Key Personnel

Provide a proposed project management structure that identifies the project manager and all personnel who will be assigned to work on this project, including a description of their abilities, qualifications (including education and licensure), and experience. Identify the proposed project manager who will be the sole point of contact for the City of Georgetown during day-to-day operations and include their contact information. Include resumes for all key individuals (including sub-consultants) who will be completing a portion of the scope of work.

Relevant Experience

Provide descriptions of similar infrastructure projects that the organization and/or key personnel have completed, including tasks involved, timeframes, and outcomes. Include any relevant experience with federal requirements or grant-funded projects and/or experience with wastewater pump stations and force main infrastructure to be improved. Also, include any relevant work performed in a nearby jurisdiction or in the City of Georgetown's jurisdiction.

Firm Workload

Describe the recent, current, and projected workload of the respondent and any sub-consultants related to how it might impact the respondent's ability to meet the project's schedule requirements.

References

Provide three (3) client references for relevant projects within the last 5 years that indicate the past performances and abilities of the proposed team. Include a key client contact person for each project with their current daytime phone number and email address.

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 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. Minor informalities to include: failing to initial the proposal, 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. The City may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.
3. Proposal must be received electronically through the City's website, www.georgetownsc.gov, no later than the aforementioned deadline. Proposals 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 Proposals delivered to the City before the closing hour and date. The City assumes no responsibility for technological failure in submitting Proposals electronically. It is the sole responsibility of the firm to confirm that their proposal was submitted on time, and that their PDF file/files are not corrupt. Late Proposals 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 Proposals and to waive any informalities and technicalities in the proposal 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 proposal.
5. Any consultant may withdraw their proposal 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 proposal, 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. Proposals 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 proposal. Proposals having any erasures or corrections must be initialed in ink by the vendor.

9. Disqualification and Rejection of Proposal – The City reserves the right to reject any proposal 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 proposal 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 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: Errors and Omissions

Each Claim 2,000,000

Aggregate 2,000,000

The City 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 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 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 Victoria Knox, Revenues Manager, vknox@georgetownsc.gov or 843.545.4041, for business license information. Contact the Planning & Community Development Department at 843.545.4017 for permitting 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).

PROPRIETARY/CONFIDENTIAL INFORMATION

All materials and written qualifications submitted pursuant to this RFQ shall become the property of the City of Georgetown and will not be returned. All respondents must visibly mark as "CONFIDENTIAL" each part of their submission that they consider to contain proprietary information the release of which would constitute an unreasonable invasion of privacy. All unmarked pages will be subject to release in accordance with law. Marked pages will not be disclosed if they are deemed to meet the requirements under the South Carolina Freedom of Information Act, S.C. Code Section 30-4-10, *et seq.* Respondents should be prepared, upon request, to provide justification of why such materials should not be disclosed in accordance with the South Carolina Freedom of Information Act.

QUESTIONS/REQUESTS FOR CLARIFICATION

All questions and/or requests for clarification regarding this RFQ should be provided in writing to **Purchasing Agent** no later than **August 2, 2023**. All questions submitted and their answers will be posted on the City of Georgetown's website as an addendum to this RFQ. No telephone inquiries will be accepted.

ADDENDA

If it becomes necessary to revise any part of this RFQ, a written addendum will be issued. All addenda issued by the City of Georgetown will become part of the official RFQ and will be posted on the City of Georgetown website, www.georgetownsc.gov. Receipt of all addenda must be acknowledged in the response to this RFQ.

CONTACT POLICY

No direct or indirect contact regarding this solicitation may be made with any representatives of the City of Georgetown other than the official contact identified in this RFQ. If such contact is made, the City of Georgetown reserves the right to reject a submission by that respondent. All questions and/or requests for clarification must be provided in accordance with Section 2.5 of the RFQ. This contact policy applies to site visits and requests for technical information. Any technical information needed from the City of Georgetown to prepare a submission should be coordinated through the Questions/Requests for Clarification process outlined in Section 2.4.

ACCEPTANCE AND REJECTION OF SUBMISSIONS

Any submissions that do not conform to the essential requirements of the RFQ shall be rejected. The City of Georgetown reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The City of Georgetown also reserves the right to accept or reject any or all submissions received in response to this RFQ. The City of Georgetown is not obligated to enter into any contract on the basis of any submittal in response to this RFQ. The City of Georgetown reserves the right to request additional information from any firm submitting under this RFQ if such information is necessary to clarify the submission.

CANCELLATION/REJECTION

The City of Georgetown may cancel this RFQ in whole or in part at any time if it is determined to be in the best interest of the City of Georgetown. The City of Georgetown may reject any or all submissions in whole or in part if it is determined to be in the best interest of the City of Georgetown.

CONFLICT OF INTEREST

Respondents shall promptly notify the City of Georgetown in writing of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the respondent's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such a person may undertake, and request an opinion of the City of Georgetown as to whether the association, interest, or circumstance would, in the opinion of the City of Georgetown, constitute a conflict of interest. By responding to this solicitation, the respondent certifies that it has no conflict of interest with any employee, agent, elected official or officer of the City of Georgetown or any other conflict as may be set forth herein.

COLLUSION

More than one submission from an individual, firm partnership, corporation, association or related parties under the same or different names will not be considered. If the City of Georgetown believes that collusion exists among respondents, all submissions from the suspected firms will be rejected. "Related parties" means respondents or the principals thereof, which have a direct or indirect City of Georgetown ship or profit-sharing interest in another respondent.

Respondents shall comply with all local, state, and federal directives, orders, and laws applicable to this RFQ and any resulting contract.

By responding to this RFQ, respondents certify that the response is made without previous understanding, agreement, or connection with any person, firm or corporation making a submission for the same item, and they certify the knowledge that this would constitute an illegal action.

EVALUATION AND AWARD PROCESS

Selection Committee

The City of Georgetown will conduct a formal selection process to determine the best qualified respondent. This process will include the formation of a selection committee and the appointment of other technical advisors as needed to review all of the submissions and score them based on the established selection criteria outlined herein. The award will be made to the highest rated and ranked respondent based on the cumulative scores of the selection committee.

The City of Georgetown reserves the right to contact a firm to obtain written clarification of information submitted and to contact references to obtain information regarding performance, reliability, and integrity. After evaluating the submitted Statements of Qualifications, the selection committee may choose to interview a short list of at least three

firms prior to ranking the respondents. If interviews will be conducted, short-listed respondents will be notified at least ten (10) business days prior to the interview date.

The committee will identify the most qualified firm to provide a fee proposal based on the scope of work identified in this RFQ and in the SCIIP grant application and award documents. It is the responsibility of each selected candidate firm to become fully informed on the SCIIP grant project scope and project management requirements.

Notice of Intent to Award

The selection committee's recommendation for award will be presented to the City of Georgetown's governing council and RIA SCIIP grant manager for consideration. If approved, a notice of "Intent to Award" will be posted on the City of Georgetown's website. A notice will also be emailed to all respondents informing them of the committee's recommendation.

Protested Solicitations and Awards

Any respondent who is aggrieved in connection with the solicitation or award of a contract may protest according to the procedures in the City's Procurement Ordinance, any protest or objection to this RFP 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.

Contract Negotiations/ Award of Contract

After the close of the appeal period, if no appeals were received or successfully granted, the highest rated respondent identified in the "Intent to Award" will be invited to enter into contract negotiations with City of Georgetown to finalize the scope of work, personnel, hours, hourly rates, use of sub-consultants, and other direct costs that will be required to complete the agreement between the City of Georgetown and the selected respondent. If an agreement cannot be reached with the top ranked firm, the City of Georgetown will select the next highest ranked responsive and qualified firm and the negotiation phase will be repeated. This process will continue until an agreement is reached with a qualified firm that can provide the required scope of services within the project budget. Any contracts awarded as a result of this procurement process will be between the respondent and the City of Georgetown.

Per RIA SCIIP guidelines, any contract negotiated as a result of this procurement process will require approval from RIA prior to award/execution. Once a draft contract is negotiated, the City of Georgetown will submit it to RIA for approval. Once approval is granted, the City of Georgetown and the selected respondent may enter into the contract. Failure to adhere to this policy could result in disallowed grant costs and the cancellation of this solicitation.

SELECTION CRITERIA

The selection criteria and their relative importance in making the selection are:

Qualifications of Firm/Personnel (25%)

Technical expertise and competence, including education, registration, and years of experience of individuals who will be assigned to this project.

Related Experience on Similar Projects (25%)

Extent of relevant experience with infrastructure projects of a similar nature, including experience with federally-funded grants and/or RIA state-funded grants.

Past Performance and local knowledge and proximity to site (25%)

Performance recommendations with regard to work quality, schedule, budget, communication and coordination of related projects in coastal areas.

Consultants should provide any information related to past work experience with the City's Water Utilities Department.

Preference will be given to consultants located within a 1.5 hour to 3 hour travel distance to better service the client and to minimize traveling costs.

Recent, Current, and Projected Workload (20%)

Workload of the firm and key personnel related to how it might impact the respondent's ability to meet the project's schedule requirements. Firm commitment for the company to complete the design work within the allotted time frame.

Identify a list of currently committed projects with other agencies for the next two years.

Local Vendor Preference Option (5%)

1. A vendor shall be deemed a Local Georgetown City/County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the City/County on which the bid is submitted, and has paid all taxes and business license fees duly assessed.
2. This option allows the lowest local bidder whose bid is within five -percent (5%) of the lowest non-local bidder to match the bid submitted by the non-local bidder and, thereby, be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the City/County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown City/County taxes, business license and fees if so requested.
3. Should the lowest responsible and responsive Georgetown City/County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown City/County bidder shall have that right and so on. The right to match the non-Georgetown City/County bidder's bid shall be exercised within 24 hours of notification.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with the bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on the LOCAL VENDOR PREFERENCE OPTION SUBMITTAL FORM (Exhibit A) included in the bid document. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by Section 2-187, Professional and Construction Management Services, Design-Build Services, Turnkey Management, the City shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts:
- (a) Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
 - (b) Contracts for professional services except as provided for in Section 2-187;
 - (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
 - (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section, or
 - (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either City Council or City Administrator, or where such suspension is, in the opinion of the City Attorney, required by law.

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 Proposals 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 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 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 - If any part of the work covered by this RFQ is to be subcontracted, the firm 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 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) 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.

ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions will be incorporated into the contract for this work:

1. Termination for Cause and Convenience

The contract may be terminated in whole or in part as follows:

- i. By the Grantee, if a contractor fails to comply with the terms and conditions of the SCIIP award;
- ii. By the Grantee, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- iii. By the Grantee with the consent of the Contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- iv. By the Grantee upon written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Grantee determines in the case of partial termination that the reduced or modified portion of the contract will not accomplish the purposes for which the contract was made, the Grantee may terminate the contract in its entirety; or
- v. By the Grantee pursuant to termination provisions included in the SCIIP award.

2. Administrative, Contractual, and Legal Remedies¹

In addition to any of the remedies described elsewhere in the contract, if the Contractor materially fails to comply with the terms and conditions of this contract, including any federal or state statutes, rules or regulations, applicable to this contract, RIA or the Grantee may take one or more of the following actions:

- i. Temporarily withhold payments pending correction of the deficiency by the Contractor;
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- iii. Wholly or partly suspend or terminate this contract; and
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Contractor from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Grantee shall have the right to demand a refund, either in whole or part, of the funds provided to the Contractor for noncompliance with the terms of this contract.

3. Equal Opportunity Clause

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

- i. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state

¹ This provision is required only for contracts in excess of \$150,000.

that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- ii. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- iii. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

4. Debarment and Suspension (Executive Orders 12549 and 12689)

- i. The Contractor certifies that it is not listed on the government-wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

EXHIBITS

- A) Professional Services Agreement – Blank
- B) Mandatory Local Vendor Submittal form
- C) Pump Station #11 site plan
- D) Force Main site plan
- E) SCIIP Grant Application, www.georgetownsc.gov
- F) SCIIP Grant Award, www.georgetownsc.gov