



REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
ENGINEERING DESIGN SERVICES

REQUESTOR: City of Georgetown  
1134 North Fraser Street  
Georgetown, SC 29440  
Contact: Daniella Howard, Purchasing Agent  
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Phone: 843.545.4043

PROJECT: WTP: Secondary Sedimentation Basin

PROJECT #: 1606

DATE OF ISSUE: Wednesday, October 14, 2020

DUE: **On or before 3:00 PM EST (local time), Thursday, November 12, 2020**

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

For instructions on how to submit your proposal electronically, please refer to Exhibit A, "How to register as a vendor", and Exhibit B, "How to respond to an online proposal".

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## COVID-19 Coronavirus Important Notice to Bidders

Pursuant to Governor Henry McMaster’s declaration of a State of Emergency on Friday, March 13, 2020, City of Georgetown offices are closed to the public.

Until further notice, all proposals **MUST BE** submitted electronically through the City of Georgetown’s website, [www.georgetownsc.gov](http://www.georgetownsc.gov), under “Bids”. As always, proposals received after the due date and time will not be considered for any reason.

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

Hard copy  
Fax  
Email

Your proposal must be submitted electronically to ensure it remains sealed until it is opened at the scheduled date and time.

### Background

The City of Georgetown (City) is an incorporated municipality with a population of under 10,000 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 City is bordered by the Winyah Bay to the east and the Sampit River to the south. Tourism is a major economic driver in the area, as well as local industries, such as Liberty Steel, 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](http://www.georgetownsc.gov).

### Purpose

The purpose of this RFQ is to request Statement of Qualifications (SOQs) from engineering firms specializing in engineering design of water treatment plants. The design consultant shall have relevant experience in sedimentation and flocculation treatment, analysis and performance evaluation of sedimentation basin plate settlers and filter media. Consultant will also assist the City in seeking funding for the construction implementation of the project.

### Project Description

The proposed project: *Water Treatment Plant Improvements: Secondary Sedimentation Basin* involves the engineering and construction of a new secondary flocculation and sedimentation basin at the City’s water treatment plant (WTP). The WTP’s address is 2355 Anthuan Maybank Drive, Georgetown, South Carolina, 29440.

The new secondary flocculation-sedimentation basin is needed to provide backup functions and increase the resiliency and reliability of the City to convert raw water into domestic drinking water for the citizens of Georgetown. The secondary flocculation-sedimentation basin will operate as a

backup system in the event the primary tank becomes disabled due to a natural event or maintenance work.

The secondary flocculation-sedimentation basin would be built in-parallel to the existing basin and will provide a redundancy in the water treatment process. The new basin will be supported with steel piles and built with-cast-in-place reinforced concrete floor and walls. The work will include equipment installation such as corrosion-resistant settler steel plates, mixers, valves, pumps, mechanical and electrical work, and SCADA programming.

### **Preliminary Site Information**

The City's water treatment plant has a design capacity of 6 Million Gallons per Day (MGD), and it was built in the early 1970s. In 2001, the plant received substantial upgrades and improvements, which included the replacement of two clarifier tanks with a new flocculation-sedimentation tank, a new filter control building, expansion of the administration and chemical building, a new bulk chemical storage area, and a new emergency scrubber. The flocculation-basin contents are approaching the end of their 20-year life cycle. Specifically, there are seventy-four (74) stainless steel settler plate packs that are part of the sedimentation basin, which are in poor condition. The settling plates are corroded, dislodged, and in need of replacement. The existing basin contains two chambers: one for flocculation and one for sedimentation. The approximate above-ground tank dimensions are as follows: 75 ft. long, 32 ft. wide, with a water depth of 24 ft.

### **Scope of Services**

The City intends to contract with a qualified consulting firm to provide civil, structural and environmental engineering services for the design and construction of a secondary sedimentation basin in the Water Treatment Plant.

The consulting firm must be properly licensed and authorized to work in the State of South Carolina.

The scope includes the following general services:

#### **Task 1- Design**

1. Conduct a kick-off meeting with the Owner.
2. Prepare engineering plans and specifications for the project.
3. Prepare cost estimates, including value engineering for the project.
4. Conduct 60% and 90% design review meetings with the Owner. Plans, specifications and estimates of probable construction costs shall accompany each review.
5. All pertinent permit applications shall be completed by Consultant with application fees paid by Owner.

6. Design package shall include a complete system including all civil, structural, mechanical piping and equipment, electrical, and SCADA programming.
7. File agency permit applications on behalf of the City.
8. Follow recommended design criteria under the federal and state agencies: EPA and SCDHEC. In particular, Regulation 61-58 State Primary Drinking Water Regulations.
9. Follow recommended industry guidelines from the American Water Works Association (AWWA).
10. Assist the City with technical reports needed for project grant and funding application.

**Task 2- Construction Management (During FY 21-22 or later)**

1. Conduct pre-bid meeting and attend bid opening. Issue addenda and recommend Award of Construction.
2. Conduct pre-construction meeting, and review submittals, pay applications and requests for information and change orders from the Contractor.
3. Conduct monthly progress meetings and onsite inspections throughout construction.
4. Conduct a punch list inspection and final inspection of the completed project.
5. Obtain the Permit to Operate from SCDHEC.
6. All meetings shall include agenda and meeting minutes drafted by Consultant.
7. Perform duties as the Engineer of Record in representing the City.
8. Assist City with closeout documentation.

**The City will:**

1. Provide pertinent information regarding the project.
2. Review the submittals in a timely fashion to maintain the consultant's schedule.
3. Provide comments and final approval of the engineer's bid documents.
4. Provide Front-End Documents for incorporation with the engineer's technical specifications.
5. Pay for all applicable permit fees.

## **Process of Selection**

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 proposal is made in compliance with this solicitation. 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 and/or materials, unless otherwise directed by addendum. Firms assume responsibility for any patent ambiguity in the solicitation that their representatives do not bring to the City's attention.

The City shall have the sole discretion in evaluating both the proposal and qualifications of the firms.

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

1. This RFQ document will be made available to interested firms and accessible on the City's website at [www.georgetownsc.gov](http://www.georgetownsc.gov) under "Bids".
2. Statement of Qualifications (SOQs) will be received and evaluated as described in this RFQ.
3. At the City of Georgetown's discretion, a short list of the most qualified proposers may be compiled and asked to make presentations (virtual) to the City of Georgetown.
4. At the conclusion of the RFQ process, qualified submittals 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 selected firm of intent to offer contract award.
7. The submittal listing of proposals received will be posted on the City's website at [www.georgetownsc.gov](http://www.georgetownsc.gov) under "Bids" not earlier than 48 hours after opening.

### Evaluation Criteria

All proposals will be reviewed for purposes of determining professional qualifications, responsiveness and responsibility. Any proposal, which does not meet the submittal requirements found on page eleven (11) of this RFQ document, will be subject to disqualification. For purposes of determining responsibility, all information given by the proposer concerning its availability to fulfill the contract requirements and the integrity and reliability of the proposer will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information, as requested, for use in the evaluation will cause your proposal to be non- responsive.

The Project Review Committee (PRC), consisting of members appointed by the City Administrator or his/her designee will review the proposals 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 on the basis of the information provided by each firm and the evaluation criteria.

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 highly qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

Offers will be evaluated using only the criteria stated below:

Item no.	Evaluation criteria	Maximum Points
1	Experience in similar projects in scope and services. Quality of performance in previous contracts. Past experience in planning, design, and construction of water treatment plants.	30
2	Methodology and Approach: Firm's creativity in resolving issues and conflicts in similar projects. Meeting the standards of care and use of sound engineering judgement. Demonstrate ability to meet time and budget on past projects.	30
3	Key Staff: Technical and project managerial skills of key staff in related projects. Adequate staffing of firm, ability to provide services and respond to client's needs.	20
4	Meeting the criteria of this RFQ specifications, terms and conditions.	10
5	Women and Minority Business Enterprise (WMBE) Policy – 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. Provide information about the firm's WMBE policy.	10
	TOTAL	100

The PRC will generally select no more than five (5) of the most highly qualified firms. The PRC may, if needed, interview each of the selected firms.

Following completion of its review and evaluation, the designated staff member will present the recommendation of the PRC to the City Administrator or his/her designee who will give approval for the designated staff member to proceed to the negotiation of fees. In the event that the selected firm and the City cannot agree upon the cost and basis for compensation, the City shall negotiate with the second rated firm to do the work, and continue in this manner until an agreement is reached with a firm.

Following successful contract negotiation by the City and the selected firm, the City Administrator or his/her designee will present the recommendation to Mayor and Council for approval, as required.

Once approved, a summary of the ranking of firms will be posted to the city's website for public information.

### **Protest Procedure**

In accordance with the City's Procurement Ordinance, any protest or objection to this RFQ selection award process must be submitted in writing to the City of Georgetown, Attn: Daniella Howard, Purchasing Agent, PO Drawer 939, Georgetown, SC 29440, within ten (10) calendar days of the posting of the award notification to the City's website. The City's Procurement Ordinance to include Section 2-194, Protest Procedure, can be found in its entirety on the City's website at:

<https://www.georgetownsc.gov/wpfb-file/procurement>

### **Questions**

No answers will be given over the phone.

For questions regarding the City's Request for Qualifications process, please contact [purchasing@georgetownsc.gov](mailto:purchasing@georgetownsc.gov), no later than 5:00 pm EST (Local Time), Wednesday, November 4, 2020.

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

No questions will be accepted after the aforementioned deadline. All submittals shall include the following in the subject line:

### **WTP Secondary Sedimentation Basin**

Answers to questions will be posted on the City's website at [www.georgetownsc.gov](http://www.georgetownsc.gov) under "Bids" as an Addendum no later than 5:00 pm EST (local time), Friday, November 6, 2020.



**Schedule of Events**

The following is the schedule of events listed in the order of occurrence:

<b>MILESTONE EVENT</b>	<b>DATE</b>	<b>TIME EST (LOCAL TIME)</b>
1. RFQ issued	Wednesday, October 14, 2020	
2. Deadline for questions - emailed to: purchasing@georgetownsc.gov	Wednesday, November 4, 2020	5:00 pm
3. Deadline for addenda to be posted to the City's website, www.georgetownsc.gov, under "Bids"	Friday, November 6, 2020	5:00 pm
4. Statement of Qualification submittals due date	Thursday, November 12, 2020	On or before 3:00 pm
5. Project Review Committee (PRC) meeting **Date will be published in the calendar of events of the City's website, www.georgetownsc.gov	TBD	
6. Interviews with firms **will be open only to PRC members and firms being interviewed	TBD	
7. City Council approval (tentative)	Thursday, December 17, 2020	
8. Design Start (tentative)	January 2021	
9. Design Completion (tentative)	December 2021	
10. Construction Start (tentative)	January 2022	
11. Construction Finish (tentative)	December 2022	

When the Procurement Division is closed due to force majeure, proposal openings will be postponed to the same time on the next official business day. Vendor is responsible to obtain information regarding proposal submittals directly from the City's website, [www.georgetownsc.gov](http://www.georgetownsc.gov).

Professional and Construction Service procurement procedures are subject to the City's procurement policies as outlined in Section 2-187 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 at: <http://www.georgetownsc.gov/find/find-ordinances/>.

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 to the City's website and notify known participants. The City reserves the right to issue addenda to this RFQ up to three (3) 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 at any time from any and all prospective contractors or individuals as deemed necessary by the City to evaluate the proposals. This process may not be used, however, as an opportunity to submit missing documentation, missing information, or to make substantive revisions to the original proposal.

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 proposals as deemed to be in its best interest, and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

All information will be updated and posted on the City's website [www.georgetownsc.gov](http://www.georgetownsc.gov), under "Bids". It is the proposer's responsibility to obtain the information directly from the City's website regarding this project.

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

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

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

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

## Statement of Qualifications (SOQs) Content:

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 shall not exceed 20 pages and must include the following:

- Letter of Interest – Provide one-page letter and include contact information and signature of company owner/president/CEO/Principal.
- Experience and Availability –Provide summary of qualifications, relevant industry experience, and availability to participate in the RFQ process to provide requested services to the City. Include photos of recent projects. Emphasize any prior experience in sedimentation basin plate settlers design.
- Key Personnel – All participating staff members should be identified, include their qualifications, roles, and the name of the individual responsible for the overall project. Include sub consultants information along with their staff information. Provide project personnel list with titles and hourly rates.
- Methodology and Approach –Summarize the method and proposed project approach in providing preconstruction and construction services to the City. Outline how the proposers intends to service the City to ensure quality control and selection of cost efficient systems and materials.
- List of References – Provide at least three references from similar projects in the past five years. Include contact information such as name, agency name, address, telephone, and email address.

## Submittal Instructions

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

1. Submit sealed proposal electronically through the City’s website, [www.georgetownsc.gov](http://www.georgetownsc.gov), to include the following items:
  1. Complete initialed copy of this RFQ document
  2. Statement of Qualifications (not-to-exceed 20 pages)
  3. Completed Mandatory Vendor Submittal Form (See Page 15)
2. Proposal must be submitted electronically through the City’s website, [www.georgetownsc.gov](http://www.georgetownsc.gov), no later than the aforementioned deadline. No proposal will be accepted after such time. It is the sole responsibility of proposers to have their proposals electronically submitted 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 proposers to confirm that their proposal was submitted on time. Late proposals will neither 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 procurement process. No additional fees, costs, or any other reimbursable expenses will be allowed.

3. 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 proposers submitting a proposal.
- ~~4. Proposals must be sealed and clearly identify the name and number of the RFQ on the outside of the envelope/package, as well as the submitter's business name, address, and license number (if applicable). No other information shall be included or written on the outside of the proposal envelope/package. The City shall not be responsible for unidentified proposals.~~
5. Proposers may withdraw their proposal by written request, at any time prior to the scheduled opening of responses. ~~No proposer may withdraw proposals for a period of sixty (60) days after the opening date.~~
6. SOQs must be submitted by proposer's own format and shall address all RFQ requirements. Partial or incomplete proposals will be rejected.
7. All costs incurred in preparing the proposal or costs incurred in any other manner by the proposer in responding to this RFQ will be completely the responsibility of the proposer. All materials and documents submitted by the proposer in response to this RFQ become the property of the City and will not be returned.
8. 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.

9. 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 proposer.

10. Letter of Interest — ~~**Not Applicable.**~~ Must be no more than one (1) page (one page is one side of an 8.5” x 11” paper) in length and include contact information and signature of company owner/president/CEO.
11. Statement of Qualifications, Experience, and Availability — ~~**Not Applicable.**~~ Must be no more than five (5) pages. It should summarize qualifications, relevant experience, and availability to participate in the RFQ process to provide requested services to the City. Key staff members participating should be identified. Include photos of recent projects.
12. Proposed Process Approach — ~~**Not applicable**~~ Must be no more than two (2) pages summarizing the method and approach to providing preconstruction and construction services to the City.
13. List of References — ~~**Mandatory**~~ Must be no more than one (1) page listing most recent professional references for similar projects and their contact information.
14. Disqualification and Rejection of Proposal – The City reserves the right to reject any proposal from a proposer 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 proposer who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the proposer that best meets the requirements as set forth herein.
15. Assignment of Contract – Assignment to the selected proposer 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.
16. Insurance Provisions - The selected proposer 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 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

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 proposer to advise the City’s Risk Manager within two (2) days of the cancellation herein at one of the following options below:

- Email - [cmcdaniel@georgetownsc.gov](mailto:cmcdaniel@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:

17. Indemnification - The selected proposer 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. Under an agreement, the city cannot indemnify the contractor.
18. Compliance With Law – The selected proposer 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.

19. City Business License and Permits - The selected proposer shall be required to obtain all applicable City permits and business licenses prior to work commencing. Contact Jestin Gilliard, Revenues Manager, [jgiiliard@georgetownsc.gov](mailto:jgiiliard@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.
20. 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).
21. Contract award shall be subject to the approval of the City Council.



**MANDATORY VENDOR SUBMITTAL FORM**

The City’s Procurement Ordinance to include the Local Vendor Preference Option, can be found in its entirety on the City’s website at: <https://www.georgetownsc.gov/wpfb-file/procurement>:

SECTION 2-185 COMPETITIVE SEALED BIDDING LOCAL VENDOR PREFERENCE

I certify that [Company Name] \_\_\_\_\_  
is a **Resident Proposer** of Georgetown City/County as defined in the City of Georgetown Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal place of business is \_\_\_\_\_ [City and State].

I certify that [Company Name] \_\_\_\_\_  
is a **Non-Resident Proposer** of Georgetown City/County as defined in the City of Georgetown Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal place of business is \_\_\_\_\_ [City and State].

(X) \_\_\_\_\_

Signature of Company Officer

(X) \_\_\_\_\_

Date

## **General Contractual Requirements**

1. Force Majeure - The proposer 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 proposer. 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, pandemics, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather, natural or man-made disasters; but in every case the failure to perform must be beyond the control and without the fault or negligence of the proposer.
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. Proposer Qualifications - Proposer 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 proposer's ability to provide the services herein.
4. Proposer Responsibility – Each proposer 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 proposer 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 proposer 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 proposer:
  - 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 proposer, 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 proposer, the City reserves the right to purchase any and all items/services in default in open market, charging proposer with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING PROPOSER WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

8. Prime Proposer Responsibilities - The proposer will be required to assume sole responsibility for the complete effort as required by this RFQ. The City will consider the proposer 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 proposer 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 proposer will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the proposer.
10. Ownership of Material – All materials and documents submitted by the proposer in response to this specification become the property of the City and will not be returned to the proposer.
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 proposer.
12. Contract Amendments - Amendments to any agreement between the City and the proposer must be reviewed and approved in writing by the City Administrator or his/her 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 proposer 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 proposer, as determined necessary by the City. Pertaining to all audits, the proposer 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 proposer 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 Proposer - Proposer represents, warrants, and covenants that:
  - (a) In providing the services proposer shall utilize the care and skill used by members of proposer's profession practicing under similar circumstances at the same time and in the same locality.

- (b) All employees provided by the proposer 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) Proposer is a business, validly existing and in good standing under the Laws of the State of South Carolina.
18. Indemnity Provisions - Proposer 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 proposer's performance thereunder.
19. City Business License and permits - The selected proposer shall be required to obtain all applicable City permits and business licenses **prior to work commencing**. Contact Jestin Gilliard, Revenues Manager, [jgiiliard@georgetownsc.gov](mailto:jgiiliard@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.

**Exhibits Available**

- A) How to register as a vendor
- B) How to respond to an online proposal
- C) Sample of Professional Services Agreement