



REQUEST FOR PROFESSIONAL
QUALIFICATIONS (RFQ)
FOR
ARCHITECTURAL & ENGINEERING
SERVICES

REQUESTOR: City of Georgetown
1134 North Fraser Street
Georgetown, SC 29440
Contact: Daniella Howard, Purchasing Agent
Email: dhoward@cogsc.com
Phone: 843.545.4043

PROJECT: City Hall Rebuild

PROJECT No.: 2001

DATE OF ISSUE: Friday, January 4, 2019

DUE: **On or before 2:00 PM EST (local time) Monday, February 4, 2019**

Submit RFQ statements in a sealed envelope only to:

City of Georgetown
Attn: Purchasing
City Hall Rebuild Project #2001
Architectural & Engineering Services
1134 N Fraser Street
Georgetown, SC 29440

INDEX

<u>Topic</u>	<u>Page</u>
Background.....	3
General Information.....	3
Purpose.....	3
Project Description.....	4
Scope of Services.....	4
Process/Evaluation.....	5
Project Schedule of Events.....	6
Submittal Instructions	8
General Contractual Requirements.....	10
Questions.....	13
Exhibits.....	13

Background

The City of Georgetown (City) is an incorporated municipality with a population of nearly 10,000 residents. The City is located 60 miles north of Charleston and 36 miles south of Myrtle Beach. It is the end point 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 International Paper and Tidelands Hospital. The City is the county seat and operates under the Mayor-Council form of government as set forth in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at www.cogsc.com.

General Information

The original City Hall building located at 120 N. Fraser Street, Georgetown, SC, was constructed in 1977. The building foundation became unstable during the US 17/City Hall Drainage Project in 2011, after a dewatering process took place. The existing City Hall building was deemed unsafe and uninhabitable in August 2016. It is currently scheduled for demolition in January 2019.

The City Hall site includes a major sewage pump station which is adjacent to the footprint of the building. The sewage pump station is a critical facility for the City and must remain in operation while the new City Hall is under construction.

The City intends to rebuild the new city hall building on the same site and to use the Construction Management at Risk (CMAR) method to deliver the new facility.

Purpose

The City is seeking an experienced and responsive professional consultant to provide both architectural and engineering (A&E) design services and to assist in the construction administration for a new city hall building.

The purpose of this RFQ is to solicit Statement of Qualifications (SOQ's) which are to include separate sealed cost proposals.

The selected firm will work closely with City Council members, administration and staff, as well as community leaders, and stakeholders. In addition, the consultant will assist the City in selecting the Construction Management at Risk firm. The selected A/E firm will collaborate with the CMAR in the completion of construction documents.

Each prospective firm or individual submitting a SOQ in response to this RFQ agrees that the preparation of all materials for submittal to the City and all presentations are at the firm or individual's sole cost and expense, and the City will not, under any circumstance, be responsible for any costs or expenses incurred by a prospective firm or individual. Moreover, each prospective firm understands and agrees that all documentation and materials submitted with a Statement of Qualifications will remain the property of the City and will become a public record; the City will assume ownership of all documents and deliverables submitted by prospective firms and individuals. The City reserves the right to reject any and all qualifications and to re-solicit for new qualifications. Release of this RFQ does not commit the City to any firm or individual until City Council authorizes the approval of consultant and the City/Architect agreement is fully executed.

Project Description

The proposed new building should be approximately 15,000 sq. ft., and must accommodate the Departments of Administration, Finance, and Housing and Community Development for 25 to 30 total employees. A Revenue Collections area, Council Chambers, conference room, and drive-thru window are a must. City shall have maximum input.

The building shall be designed in accordance with the 2015 International Building Code (IBC) and in full compliance with current occupant safety, energy, fire, seismic, wind and security standards. The building is to be classified as a Business Group Type B. This is not an LEED project.

It is the City's goal to complete the conceptual design and preconstruction phases within ten (10) months following the issuance of a Design Notice to Proceed. The construction phase is scheduled for twelve (12) months.

The project will have a guaranteed maximum price (GMP) that will be determined during the preconstruction phase.

Scope of Services

The firm shall be responsible for the architectural design, landscape architecture design, civil engineering, site design, plumbing, HVAC, security, fire alarm, communications and electrical design. The structural design is excluded from the A/E firm scope of work. Weatherly Structural Engineers, based in Myrtle Beach, SC, will provide structural engineering for this project. The selected firm is expected to collaborate and coordinate design efforts with Weatherly Engineering.

The firm shall prepare a comprehensive and complete conceptual program addressing the functions to be performed in the new building. Firm shall provide full construction drawings (CD's) including all required Architectural, Civil, Mechanical, Electrical, Structural, and Landscape drawings as required by local authorities having jurisdiction. Architectural services should include preparing all required bid and construction documents including issuing addenda as required, and qualification of received submittals.

The selected A/E firm will engage directly with the City using a customized AIA agreement or other similar document mutually accepted by both parties. The City will engage with the building contractor who will be taking the role of a Construction Manager at Risk (CMAR) with a guaranteed maximum price. The construction manager will serve as a consultant to the City in the design development and construction phases and assume financial responsibility for the construction of the project. The A/E firm will work with the CMAR during the preconstruction and construction phases.

The City is seeking SOQs from firms for a multi-phase project consisting of:

Phase I-Conceptual Phase

1. Interview city staff and elected officials
2. Prepare Spatial Assessment Needs
3. Prepare Schematic and Conceptual Design
4. Finalize Conceptual Design

Phase II-Design and Preconstruction Phase

1. Assist in the selection of CMAR firm
2. Collaborate with CMAR firm
3. Develop Building Design
4. Prepare Construction Documents

Phase III-Construction Phase

1. Bidding Services
2. Contract and Construction Administration Services
3. Project Closeout Services

Process/Evaluation

This solicitation will be conducted in accordance with City's Procurement Code and Regulation. The City's Procurement Code and Regulation can be found in its entirety on the City's website at: <http://cityofgeorgetownsc.com/finance/financial-documents/>.

SOQ submittals will be evaluated and scored by the Project Review Committee (the Committee).

The Committee will consist of members of City Council, City Administrator or his/her designee, city staff and at least one citizen. Proposals will be evaluated by the Committee considering all elements of the RFQ including the following criteria:

- A. Experience and timely delivery of similar projects
(30 points)
- B. Technical and project management qualifications
(25 points)
- C. Whether the firm has met the criteria of the RFQ specifications, terms and conditions of the RFQ
(25 points)
- D. Experience of management and key staff
(20 points)

Following completion of its review, the Committee will generally select no more than five (5) of the most qualified responsive firms. The Committee may, if needed, interview each of the selected firms. An analysis will be done to rank the proposals by score. In the event of an overall tie score, Item (A) alone will be used to break the tie. Both the architect and the partnering engineering firm will be evaluated under the same criteria.

The Committee will present their recommendations to the City Administrator or his designee who will give approval for the designated staff member to proceed to the negotiation of fees. The firm shall include a separate sealed fee proposal with the task-man-hour breakdown showing hours per task and hourly rates. 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.

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

Once approved, the analysis will be posted to the city’s website for public information.

The City’s Local Vendor Preference Ordinance does not apply under this RFQ due to the unique nature of the services sought.

Project Schedule of Events

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFQ to the contract award:

MILESTONE EVENT	DATE	TIME EST (LOCAL TIME)
1. RFQ issued	Friday, January 4, 2019	
2. Deadline for questions - email to purchasing@cogsc.com	Thursday, January 17, 2019	5:00 pm
3. Deadline for addenda(s) to be posted to the City's website www.cogsc.com	Thursday, January 24, 2019	5:00 pm
4. Proposal due date	Monday, February 4, 2019	on or before 2:00 pm
5. Approval of contract by City Council (Tentative)	February 21, 2019	
6. Contract award (Tentative)	February 28, 2019	
7. Project start date (Tentative)	March 2019	
8. Project design completion date (Tentative)	Ten (10) months after the Notice to Proceed issued	

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 firms 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 or to make substantive revisions to the original Statement of Qualifications.

When the Purchasing Department is closed due to force majeure, bid and proposal openings will be postponed to the same time on the next official business day.

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

The City also reserves the right to 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.cogsc.com under “Bids”. It is the firm’s responsibility to obtain the information directly from the City’s website regarding this project.

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

No: _____ Dated: _____

No: _____ Dated: _____

No: _____ Dated: _____

Submittal Instructions

All procurement procedures are subject to the City's procurement policies as outlined in Section 2-187 of the City's Municipal Code.

To be considered responsive, interested parties must submit the following in a sealed envelope on or before the deadline, 2:00 pm, Monday, February 4, 2019 EST (local time):

1. Firm's Letter of Interest
 2. One (1) Statement of Qualifications
 3. One (1) completed A/E Qualification/Reference Form – Exhibit A
 4. One (1) Conflict of Interest Statement –
Provide a statement that discloses any past, on-going, or potential conflicts of interest that the firm or individual may have as a result of performing work in response to this RFQ.
 5. One (1) separate sealed fee proposal-
Proposal Price Summary Form Exhibit B
 6. A complete electronic copy of the submittal (excluding the fee proposal) via Universal Serial Bus (USB). City will not accept documents by fax or email.
-
1. Proposals must be received by the City's Purchasing Department at City Hall, 1134 North Fraser Street, Georgetown, SC 29440, no later than the aforementioned deadline. No proposal will be accepted after such time. Faxed or emailed proposals will not be accepted for any reason. Firm must submit a separate sealed fee proposal for compensation schedules based on an hourly rate – see Exhibit B. No additional fees, costs, or any other reimbursable expenses will be allowed.
 2. 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 judgement 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.
 3. All proposals should be clearly marked on the outside, "City Hall Rebuild Project #2001 - Architectural & Engineering Services". Submissions 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.
 4. It is the sole responsibility of the firm to have their proposals delivered to the City before the closing hour and dated. The City assumes no responsibility for delivery of proposals that are mailed. Late, faxed, or emailed proposals will not be accepted nor considered for any reason and will remain unopened. The official clock shall be that of the City's Purchasing Agent, or designee. The City reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.
 5. Any firm may withdraw their qualifications either personally or by written request, at any time prior to the scheduled opening of responses. No firm may withdraw qualifications for a period of 60 days after the opening date. All firms shall be subject to approval of the City Council.

6. Proposals must be submitted by firm's own format and shall address all RFQ requirements. Partial or incomplete proposals may be rejected.
7. 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.
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 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 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 vendor.
10. Letter of Interest – Must be no more than two (2) pages (one page is one side of an 8.5” x 11” paper) in length and include contact information and signature.
11. Statement of Qualifications, Experience, and Availability – 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.
12. Proposed Process Approach – Must be no more than three (3) pages summarizing the method and approach to providing services to the City.
13. Submit A/E Qualifications/Reference Form - Exhibit A.
14. 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.
15. 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.
16. Insurance Provisions – (Applicable for work performed on site) - The selected firm 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
- Professional Liability

The City of Georgetown is to be named as "Additional Insured" on the above insurance coverage as respect to the City's interest under the contract. Certificates showing proof of insurance shall be submitted to the City prior to commencement of services under the Agreement. Further, it shall be an affirmative obligation upon the firm to advise the City's Risk Management Department at Fax No. 843.527.6173; email, cmcdaniel@cogsc.com, PO Box 939, Georgetown, SC 29442, within two (2) days of the cancellation herein, and failure to do so shall be construed to be a breach of the agreement.

17. Indemnification - The selected firm agrees to indemnify, defend and hold harmless the City of Georgetown 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.
18. 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.
19. City Business License and Permits - (Applicable for work performed on site) - The selected firm shall be required to obtain all applicable City of Georgetown permits and business licenses prior to work commencing. Contact Jestin Gilliard, Revenues Manager, 843.545.4041 for business license information. Contact the Housing & 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 of Georgetown for services performed. The City will remit full payment on all undisputed invoices within 30 days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s).

General Contractual Requirements

1. Force Majeure - The bidder 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 bidder. 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 bidder.
2. Governing Law - Except to the extent that any resulting agreement may be governed by any federal law, including federal bankruptcy law, any resulting 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. 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 of Georgetown 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 of Georgetown 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. The policy prohibits 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 City's policy 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 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 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 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. Contractor shall complete the A/E Qualification/Reference Form available as Exhibit A.

10. Ownership of Material – All materials and documents submitted by the firm in response to this specification become the property of the City of Georgetown 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 firm.
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 his designee.
13. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City of Georgetown 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 Firm Status - The parties hereby agree that the firm is an independent firm 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 performance of its obligations of an agreement.
17. Representations of Firm - Firm represents and warrants 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 and subcontractors 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 or subcontractor for good cause.
 - (c) The firm is a business, validly existing and in good standing under the Laws of the State of South Carolina.
18. Indemnity Provisions - Firm agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (Including attorney fees and costs of any suit related thereto) suffered or incurred by the City, arising from or related to the terms of this project, or firm's performance thereunder.
19. City Business License and Permits - (Applicable for work performed on site) - The selected firm shall be required to obtain all applicable City of Georgetown permits and business licenses **prior to work commencing**. Contact Jestin Gilliard, Revenues Manager, 843.545.4041 for business license information. Contact the Housing & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total proposal cost.

Questions

No answers will be given over the phone.

Questions regarding this RFQ should be submitted in writing to purchasing@kogsc.com, no later than 4:00 EST (local time), Thursday, January 17, 2019. No questions will be accepted after the aforementioned deadline. All submittals shall include the following in the subject line:

Questions – City Hall Rebuild

Answers to questions will be posted on the City’s website at www.kogsc.com under “Current Bids” as an Addendum no later than 5:00 pm EST (local time), Thursday, January 24, 2019.

For technical and permitting information regarding this project please contact Ricky Martin, Building and Zoning Administrator, at rmartin@kogsc.com or 843.545.4017.

Exhibits Available

- Exhibit A - A/E Qualification/Reference Form
- Exhibit B - Proposal Price Summary Form - must be submitted in a separately sealed envelope and clearly marked on the outside
- Exhibit C - Drawing of original City Hall building