



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
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Phone: 843.545.4043

PROJECT: East Bay Park Improvements - Bobby Alford Building Renovations and Sports Fields

PROJECT No.: 1222

DATE OF ISSUE: Friday, October 25, 2019

DUE: **On or before 2:00 PM EST (local time) Friday, November 22, 2019**

Submit RFQ statements in a sealed envelope only to:

City of Georgetown
Attn: Purchasing
EBP Project #1222
2377 Anthuan Maybank Drive
Georgetown, SC 29440

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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.

Purpose

The City is soliciting statement of qualifications from A/E firms to provide professional services for design, permitting, and construction administration for the Bobby Alford Building Renovations and new Sports Fields located at East Bay Park, 311 Greenwich Drive, Georgetown, SC 29440.

Project Description

The project consists in retrofitting the Bobby Alford Building into a picnic pavilion. The work includes partial building demolition, asbestos abatement, new metal roof, new column masonry enclosures, handicap access ramp and parking, new restroom facilities, new indoor and outdoor lighting, new floor covering material, new masonry chimney and a barbecue pit pad. It is the City’s desire to preserve the main existing structural elements of the building. Some structural upgrades may be necessary to bring building up to code for wind and seismic compliance. Consultant shall exercise great creativity in enhancing the building to function as a gathering facility servicing a diverse city population and community groups.

In addition, the consultant will be responsible to design new sports fields: one (1) beach volleyball court, one (1) basketball court, and one (1) bocce ball court.

A dog park is in scheduled to be constructed by the City in the open green fields next to the Bobby Alford building.

Scope of Services

The Architect/Engineer consultant will:

1. Perform condition assessment of the building.
2. Prepare partial demolition plans.
3. Prepare plans for building restoration. Plans shall include civil, architectural landscape, architectural, plumbing, and electrical plans.
4. Site plans may include minor drainage improvements and handicap parking.
5. Plans shall include outdoor sport fields (basketball, beach volleyball, and bocce ball).
6. Submit plans for City’s review and approval at 60% completion.
7. Submit plans for City review and approval at 100% completion.
8. Submit permit application to SCDHEC/OCRM as required.
9. Prepare a cost estimate at design completion.
10. Incorporate the City’s front-end documents with the consultant’s technical specification as part of the Project Manual.

11. Final construction documents shall be signed and sealed by an Architect and Professional Engineer licensed in the State of South Carolina.
12. Construction administration services include bidding, one pre-construction meeting and three (3) progress meetings including site visits. Preparation of meeting minutes, response to RFI's, review of submittals, review of progress payments and change orders.
13. Perform final punch-list inspection and project acceptance.

The City will:

1. Provide pertinent information concerning the project, including GIS utility maps.
2. Review the submittals in a timely fashion to maintain the consultant's schedule.
3. Provide comments and final approval of the construction documents.
4. Provide Front-End Documents for incorporation with project manual.
5. Pay for all applicable permit fees.

Process

This solicitation will be conducted in accordance with City's Purchasing Ordinance which can be found in its entirety on the City's website at: <http://cityofgeorgetownsc.com/find/find-ordinances/>.

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

The City will conduct the selection of a qualified and experienced A/E consulting firm. Award for this project will be handled in the following manner:

1. This RFQ document will be made available to interested firms. To access, go to the City's website at www.cogsc.com, and click on "Bids" at the bottom of the home page.
2. Due to the possibility of negotiation with any firm submitting a reasonable and responsible proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this RFQ, prices will not be divulged at the time of opening.
3. Proposals will be received and evaluated as described in this RFQ. At the City's discretion, a short list of the most qualified proposers may be compiled and they may be asked to make oral presentations and/or demonstrations to the City.
4. At the conclusion of the RFQ process, qualified submittals will be presented to the City Council for review and approval, as required.
5. A firm will be selected for contract negotiations as required.
6. The City 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, www.cogsc.com, under "Bids" within forty-eight (48) hours of opening.

Evaluation Criteria

In determining the best qualified, responsive and responsible proposer, the City, shall consider:

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

Submittals will be evaluated and scored by a Project Review Committee consisting of members appointed by the City Administrator or his/her designee. Submittals will be evaluated by considering all elements of the RFQ including the following criteria:

Item no.	Evaluation criteria scoring	Maximum Points
1	Experience in similar projects	35
2	Technical and project management skills of key staff. Designer’s creativity and insight of similar projects.	30
3	Demonstrated ability of the A/E firm to meet time and budget on past projects.	25
4	Location of firm. Highest points will be given to firms located in Georgetown County, Horry County and Charleston County.	10
	TOTAL	100

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.

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. 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.

Questions

No answers will be given over the phone. Questions must be submitted in writing to Orlando Arteaga, PE, City Engineer, at uarteaga@cogsc.com no later than 4:00 pm EST (local time), Wednesday, November 13, 2019.

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 bidder 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:

“EBP-Bobby Alford Renovations Project #1222”

Answers to questions will be posted on the City's website at www.cogsc.com, under “Bids” as an Addendum no later than 5:00 pm EST (local time), Monday, November 18, 2019.

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, October 25, 2019	
2. Deadline for questions - email to oarteaga@cogsc.com	Wednesday, November 13, 2019	4:00 pm
3. Deadline for addenda(s) to be posted to the City's website www.cogsc.com	Monday, November 18, 2019	5:00 pm
4. Statement of Qualifications due date	Friday, November 22, 2019	on or before 2:00 pm
5. Approval of contract by City Council (Tentative)	December 19, 2019	
6. Design Start (Tentative)	January 2020	
7. Design Completion (Tentative)	June 2020	
8. Construction Start (Tentative)	July 2020	
9. Construction Completion (Tentative)	December 2020	

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

Notes:

- When the Procurement Division is closed due to force majeure, bid openings will be postponed to the same time on the next official business day. Vendor is responsible to obtain information regarding bid submittals directly from the City’s website, www.cogsc.com.
- All procurement procedures are subject to the City’s procurement policies as outlined in Section 2-187 of the City’s municipal code.
- The City’s Purchasing Ordinance can be found in its entirety on the City’s website at: <http://cityofgeorgetownsc.com/find/find-ordinances/>.

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

Submit sealed proposals by mail or hand-deliver only to:

City of Georgetown
Attn: Purchasing
EBP Project #1222
2377 Anthuan Maybank Drive
Georgetown, SC 29440

Sealed proposals must be clearly marked “**EBP-Bobby Alford Renovations Project #1222**” on the outside of the package. Sealed proposals must be received by the City on or before the deadline, 2:00 pm EST (local time) Friday, November 22, 2019 Due to the possibility of negotiation with any firm submitting a reasonable and responsible proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this RFQ, prices will not be divulged at the time of opening.

Sealed proposal must include the following:

1. Letter of Interest
 2. Statement of Qualifications
 3. Professional References
 4. Complete Initialed copy of this RFQ document
 5. Five (5) hard copies of complete proposal package
 6. One (1) electronic copy – Ex. USB flash drive – of the complete proposal package in PDF format. City will not accept documents by fax or email.
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1. Proposals must be received by the City’s Purchasing Department at, 2377 Anthuan Maybank Drive, Georgetown, SC, 29440 no later than the aforementioned deadline. No proposal will be accepted after such time. 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 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 accept 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.
 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 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.
 3. 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. 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 sixty (60) days after the opening date. All firms shall be subject to the approval of the City Council.
 5. Proposals must be submitted by firm’s own format and shall address all RFQ requirements. 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 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. Letter of Interest – 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.
10. 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. Include photos of recent projects.
11. Proposed Process Approach – **Not Applicable for this RFQ** - Must be no more than two (2) pages summarizing the method and approach to providing preconstruction and construction services to the City.
12. List of Professional References – Must be no more than one (1) page listing most recent professional references for similar projects and their contact information.
13. 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.
14. 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.
15. Insurance Provisions - 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 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 - cmcdaniel@cogsc.com
- 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:

16. 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.
17. 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.
18. 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 Jestin Gilliard, Revenues Manager, jgiiliard@cogsc.com 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.
19. 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).
20. Payment and Performance Bonds – Payment and Performance Bonds or other securities will be requested as deemed advisable to protect the City's interest as per Section 2-186 of the City's Procurement Ordinance. Such will be dependent upon the scope and the amount of the awarded contract by the City in regards to this or any subsequent related project thereto. When a construction contract is awarded in excess of \$100,000 the following bonds or security shall be delivered by the successful proposer to the City and shall become binding on the parties upon execution of the contract. Performance bonds shall not be used in substitution for determination of proposer's responsibility.
 - (a) A performance bond shall be in an amount equal to one hundred and ten percent (110%) of the contract amount; and
 - (b) A payment bond for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work shall be in an amount equal to one hundred percent (100%) of the contract amount.

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, 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 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 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@cogsc.com 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

1. East Bay Park Conceptual Design
2. Bobby Alford Building Photos (1-4)