



**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
PROJECT MANAGEMENT SERVICES**

REQUESTOR: City of Georgetown (City)
1134 North Fraser Street
Georgetown, SC 29440
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PROJECT: City Hall – Project Management Services

PROJECT NO.: 2001

DATE OF ISSUE: Wednesday, September 6, 2023

DUE DATE: **On or before 2:00 PM EST (local time) Wednesday, October 4, 2023**

Proposals must be submitted electronically through the City’s website, www.georgetownsc.gov. The City will not accept proposals by hard copy, fax, or email.

For instructions on how to submit your proposal electronically, please refer to the City’s website, [click here](#) for a direct link.

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Important hyperlinks and email addresses:

1. [City of Georgetown website](#)
2. [City of Georgetown Public Facebook](#)
3. [City of Georgetown Purchasing Ordinance in its entirety.](#)
4. [All available project documents](#)
5. All questions must be in writing and emailed to: purchasing@georgetownsc.gov.

Communication

The City of Georgetown's policy is to commit to transparency, ensure impartiality, and complete procurement processes free of internal and external influences. To accomplish this policy, ex parte communication about the bid, between the time of commencement of preparation of the solicitation document and the bid award (written or oral), is prohibited. Therefore, potential respondents and/or respondents submitting proposals, bids, qualifications, quotes, etc. shall not engage in communication with any City employee, including elected officials, except the City official(s) designated as the contact in the Solicitation Document.

Any communication outside the one between the designated City contact in the Solicitation Document and respondents shall be considered ex parte communication and shall not be relied upon. The City shall disqualify any potential respondent and/or respondent's proposal if the City discovers that the potential respondent and/or respondent engaged in ex parte communication.

City employees and/or elected officials shall neither initiate nor engage in ex parte communication with the potential respondent and/or respondents.

Background

The City of Georgetown (Owner) is an incorporated municipality with a population of nearly 9,000 residents. The City is located 60 miles north of Charleston and 36 miles south of Myrtle Beach. It is the endpoint of the area commonly known as "The Grand Strand." The Winyah Bay borders the City to the east and the Sampit River to the south. Tourism is a significant economic driver in the area and local industries, such as International Paper and Tidelands 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.

The original City Hall building was located at 120 N. Fraser Street, Georgetown, SC. It was constructed in 1977. The building foundation became unstable during the US 17/City Hall Drainage Project in 2011 after a dewatering process causing the building to be deemed unsafe and uninhabitable in August 2016. The building was demolished in January 2019.

Purpose

The City is soliciting qualification statements from qualified firms to provide project management services during the conceptual design, final design, and construction phases for the new City Hall building facilities. The new City Hall project will involve interior renovations in an existing building and adding a new drive through window at the site.

The terms “Project Manager”, “Program Manager”, “Firm”, and “Consultant” are considered synonyms for this solicitation.

The firm must have extensive experience in the Design-Build delivery method relative to the construction and interior renovations of civic and government infrastructure buildings. The project will require developing all necessary sitework and building plans and specifications. The firm must be able to skillfully manage the project and control the design and construction process on behalf of the City. The Project Manager will need to assume the role of a trusted partner for the City and to advocate for the City’s best interests expeditiously and in accordance with industry-standard practices and care.

Site

420 Hazard Street, Georgetown, SC (former Liberty Steel Headquarters)

Project Description

The project will involve interior architectural renovations, plumbing, HVAC, fire protection and electrical upgrades to an existing building and ADA compliance improvements.

A drive through window for revenue collection purposes will also be required.

A Property Condition Assessment (PCA) will be available to the selected firm. The PCA provides a comprehensive report of the existing building conditions and capital improvement recommendations.

The new City Hall will house the following departments:

- Administration
- Finance
- Planning and Community Development
- Mayor’s Office
- City Clerk’s Office

The facility will also include one council chamber, conference room (s), one kitchenette area for staff, main lobby, one drive-through, restroom facilities, vandal-proof exterior doors, impact-resistant exterior windows and doors, bullet-proof glass for customer service counters, HEPA-type air filters, a standby emergency generator adequate to power up the entire building facility.

Scope of Services

Provide professional services associated with the project management, design, and construction administration of a new City Hall. The Project Manager (PM) does not provide construction or design services. The City will engage a Design-Builder (Contractor) through a separate RFQ.

The Project Manager will be retained to provide services during pre-design, design, construction, closeout and commissioning.

The work includes the following primary tasks:

1. The Project Manager shall have the authority to act on behalf of the City in all matters related to the project upon consultation with the Owner's representative.
2. Prepare solicitation documents for Design-Build services.
3. Interview design-build contractors and provide recommendation of award to the City.
4. Conduct a kick-off meeting with the Owner and Design Builder staff to understand the project expectations and goals.
5. Review and evaluate Owner's space needs analysis.
6. Prepare preliminary Project Management Plan (PMP) including scope of work, schedule, and budget for Owner's review and approval.
7. Prepare final Project Management Plan (PMP) for implementation and execution.
8. Develop a project master schedule.
9. Prepare preliminary and final project budgets.
10. Assist the Owner in soliciting and selecting the Design-Build Contractor and other independent consultants.
11. Coordinate all project work with the Design-Builder.
12. Assist the Owner in the selection of material finishes and types.
13. Evaluate conceptual design plans and material specifications.
14. Review estimates prepared by the Contractor and alignment with Owner's budget.
15. Conduct design and construction progress meetings. Prepare meeting minutes of such meetings.
16. Coordinate design work with the Contractor and its agents.
17. Evaluate the feasibility of incorporating sustainable materials and systems into the project in consultation with the Contractor.
18. Perform any necessary value engineering in consultation with Owner and Contractor.
19. Keep and maintain all project records and files in paper and electronic format.
20. Maintain a Management Information System and provide access to Owner.
21. Monitor and report progress via monthly project reports.
22. Establish and enforce quality control guidelines.
23. Review the Contractor's safety plan.
24. Visit the site and observe construction activities at least once a month. (Allow for 10 site visits)

25. Evaluate the Contractor's schedule of cost values for the Owner's approval.
26. Review contractor's and consultants' monthly invoices and make recommendations of payment by the Owner.
27. Evaluate the Contractor's Request for Information (RFIs) with the Owner.
28. Review, evaluate, and provide feedback on the Contractor's baseline schedule and monthly updates.
29. Coordinate construction permit requirements with the Contractor.
30. Assist the Owner in the procurement of furniture, fixtures, and equipment (FFE).
31. Coordinate with Contractor on the building's security system.
32. Observe Contractor's final testing and start-up of utilities, mechanical and electrical equipment.
33. Assist the Owner in obtaining the warranty letters, record drawings, and maintenance and operation manuals at time of closeout.
34. Assist the Owner with the Contractor's punch list work at the project completion.

Services Not Included

1. Design
2. Construction
3. Safety Observations
4. Claims and Dispute Resolution

The City intends to engage the Consultant using AIA document C172-2014 Standard Form of Agreement between Owner and Program Manager.

Schedule of Milestone Events

| No. | MILESTONE EVENTS | DATE | TIME EST (LOCAL TIME) |
|-----|--|-------------------------------|-----------------------|
| 1 | Council approval to release RFQ for PM services | Thursday, August 17, 2023 | |
| 2 | Issue RFQ | Wednesday, September 6, 2023 | |
| 3 | Pre-Proposal Conference (via Go to Meeting) - Non Mandatory Meeting - Instructions will be posted on the City's Website | Wednesday, September 13, 2023 | 2:00 PM |
| 4 | Deadline for written questions - emailed to: purchasing@georgetownsc.gov | Wednesday, September 20, 2023 | 2:00 PM |
| 5 | Deadline for addenda to be posted to the City's website, www.georgetownsc.gov | Monday, September 25, 2023 | 2:00 PM |
| 6 | Statement of Qualifications due | Wednesday, October 4, 2023 | 2:00 PM |
| 7 | Project Review Committee (PRC) meeting **if it is determined that a meeting is needed, the date will be posted on the City's website, www.georgetownsc.gov, no later than 24 hours prior | TBD | |
| 8 | Interviews with top tier finalist firms **if it is determined that interviews are needed, they may be conducted virtually or in person. Interviews will be open only to PRC members and firms being interviewed | TBD | |
| 9 | Complete Committee Review of Qualification Statements (Tentative) | Friday, October 13, 2023 | |
| 10 | Submit PM Fee Proposals | Friday, October 20, 2023 | 2:00 PM |
| 11 | Approval by City Council of project management contract | Thursday, November 16, 2023 | |
| 12 | Issue Notice of Award | Monday, November 20, 2023 | |
| 13 | Start Project Management Services (Tentative) | Friday, December 1, 2023 | |
| 14 | Solicit Design-Build Services (30 calendar days) | Monday, December 11, 2023 | |
| 15 | Start Design Build (A/E) Services (NTP date) | Wednesday, January 10, 2024 | |
| 16 | Finish A/E Services (150 calendar days after NTP date) | Thursday, June 20, 2024 | |
| 17 | Council Approval of Guaranteed Maximum Price (GMP) | Thursday, June 20, 2024 | |
| 18 | Procure Construction Services (30 calendar days after GMP) | Friday, July 19, 2024 | |
| 19 | Award Construction Services | Monday, July 29, 2024 | |
| 20 | Start Construction (NTP date) | Monday, August 12, 2024 | |
| 21 | Finish Construction (185 calendar days after NTP date) | Thursday, February 13, 2025 | |
| 22 | Security, Multi Media, and Telecom System Installs | Thursday, March 6, 2025 | |
| 23 | Furnishings, Furniture, Equipment (FF&E) Installs | Saturday, April 5, 2025 | |
| 24 | Complete Punch List | Friday, April 25, 2025 | |
| 25 | Move-in | Wednesday, April 30, 2025 | |
| 26 | Project closeout and finish PM services | Wednesday, June 4, 2025 | |

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. The vendor is responsible for obtaining information regarding proposal submittals directly from the [City's website](#).

Procurement procedures are subject to the City's procurement policies as outlined in the City's Municipal Code, Chapter 2 Administration, Article IV Procurement. The City's Procurement Ordinance can be found in its entirety on the [City's website](#).

The City reserves the right to change the project schedule as it deems necessary. In the event of a major date change, the City will post notice of such on the City's website and notify known participants. The City reserves the right to issue addenda to this RFQ up to two (2) days before the RFQ due date as needed to clarify the City's desires or to make corrections or changes to the RFQ document or submittal process.

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

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

Site Visit

A site visit is not currently mandatory. The selected firm(s) will be required to perform a site visit prior to submission of a proposal.

Pre-Proposal Meeting

A Non-Mandatory pre-proposal meeting will be held at 2:00 PM EST (Local time), via Microsoft Teams, Wednesday, September 13, 2023. Instructions will be posted on the city's website, www.georgetownsc.gov.

Process

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. The firm's representatives are expected to examine this RFQ thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. Failure to do so will be at their risk.

All ambiguities, discrepancies, errors, omissions, or conflicting statements in this RFQ shall be interpreted to require better quality or greater quantity of work unless otherwise directed by addendum. Firms assume responsibility for any ambiguity in the solicitation that their representatives do not bring to the City's attention.

The City shall have the sole discretion in evaluating both the proposal and the qualifications of the firm. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the project.

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 under "Bids", and the South Carolina Business Opportunity (SCBO) website: <https://scbo.sc.gov/online-edition>.
2. Statement of qualifications will be opened publicly via the City's public Facebook page, <https://www.facebook.com/cityofgtown/>.
3. The submittal listing of proposals received will be posted on the City's website at [https://georgetownsc.gov/under "Bids"](https://georgetownsc.gov/under/Bids) not earlier than 48 hours after opening.
4. Statement of Qualifications (SOQs) will be evaluated as described in this RFQ. At the City of Georgetown's discretion, a shortlist of the most qualified proposers may be compiled and asked to make presentations (virtual) to the City of Georgetown.
5. At the conclusion of the RFQ committee review evaluation, the top scoring candidate firm will be invited to submit a fee proposal.
6. A firm will be selected for contract negotiations as required.
7. A qualified fee proposal will be presented to City Council for approval.
8. The City of Georgetown will notify the selected firm of a contract award after Council approval.

Evaluation Criteria

The selection of the consultant is based on professional qualifications only.

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

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

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

Fee proposals will be requested from the three top-ranked firms. The professional service fee may be subject to negotiation for fair and reasonable compensation as much as the budget permits.

Offers will be consistently evaluated using only the criteria stated below:

| Item no. | Evaluation Criteria | Maximum Points |
|----------|--|----------------|
| 1 | <p>Experience Candidates should demonstrate relevant experience in managing municipal and government type building projects. This project will have a large component of interior renovations and mechanical and electrical upgrades utilizing existing core and shell building conditions. Candidates should have knowledge in coordinating efficient office space layouts, security, and public access conditions.</p> | 30 |
| 2 | <p>Past Performance and Current Workload Performance recommendations regarding work quality, schedule, budget, communication and coordination of projects. Cite up to three professional references. Workload of the firm and key personnel, related to how it might impact the respondent's ability to meet the project's schedule requirements. Provide one or two examples of cost savings methods with clients when budgets are limited.</p> | 30 |
| 3 | <p>Qualifications of Key Staff Technical expertise and competence, including education, OSHA training, project construction management experience, registration, and years of experience of individuals who will be assigned to this project. Demonstrate ability to negotiate contracts and perform value engineering on behalf of the client.</p> | 30 |
| 4 | <p>Local Vendor Preference, Proximity and Local Knowledge Proximity to the project location and knowledge of the area and the infrastructure to be improved, as demonstrated through relevant experience.</p> | 5 |
| 5 | <p>Participation of Women, Minority, and Veteran owned firms It is the City's policy to encourage the business participation of women, minority, or veteran owned firms. Identify if the firm is certified as an "MBE" by the state of South Carolina.</p> | 5 |
| | TOTAL | 100 |

The PRC will generally select no more than three (3) 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 approve the designated staff member to proceed to the negotiation of fees. The most qualified and top-ranked firm shall submit a separate proposal. If the selected firm and the City cannot agree upon the cost and basis for compensation, the City shall negotiate with the second-ranked firm to do the work and continue in this manner until an agreement is reached with the firm.

Following successful contract negotiation by the City and the selected firm, the City Administrator or 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.

Award

The City will make an award only to a responsible and qualified consultant. The City reserves the right to assess the Consultant's responsibility and qualifications after evaluating all RFQ submittals and professional references provided. The City reserves the right to assess consultant responsibility at any time in this RFQ process and may not make a responsibility determination for every consultant.

The City shall have the absolute and sole discretion in determining the best qualified and responsible firm. The City shall consider the following:

- A. The ability, capacity, and skill of the firm to perform the contract to provide the service required.
- B. Whether the firm 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 firm.
- D. The quality of performance of previous contracts or services similar to services being sought in this RFQ.
- E. The previous and existing compliance by the firm with laws and ordinances relating to the contract or services.
- F. The sufficiency of the financial resources and ability of the firm 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 firm to provide services for the nature of the requirements of an awarded contract as required in the RFQ; and
- I. Whether the firm has met the criteria of the RFQ specifications, terms and conditions of the RFQ.

Protest

In accordance with the City's Procurement Ordinance, any protest or objection to this RFQ award process must be submitted in writing to the City, Attn: Nereo Parreno, Purchasing Agent,

PO Drawer 939, Georgetown, SC 29440, within ten (10) calendar days of the notification of award posted to the City's website.

Questions

No answers will be given over the phone.

Questions regarding this RFQ should be submitted in writing and emailed to purchasing@georgetownsc.gov, no later than 2:00 PM EST (local time), Wednesday, September 20, 2023. For questions regarding the City's Request for Proposals process, please contact purchasing@georgetownsc.gov, no later than the aforementioned deadline.

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 firm to contact the purchasing agent at 843.545.4043.

No questions will be accepted after the aforementioned deadline. All emails shall include the following in the subject line: **CITY HALL PROJECT**

Answers to questions or Addenda will be posted on the City's website as an Addendum no later than 2:00 PM EST (local time), Monday, September 20, 2023.

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

No: _____ Dated: _____

No: _____ Dated: _____

No: _____ Dated: _____

Submittal Instructions

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

The selected consultant proposal fee shall be valid for a period of ninety (90) calendar days from the date of the proposal opening.

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

By initialing the bottom of each page of this RFQ document, the Consultant represents that (1) their representatives have read and understood the solicitation and (2) their proposal is made in compliance with this solicitation. The Consultant's representatives are expected to examine this RFQ thoroughly and request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. Failure to do so will be at their risk.

All procurement procedures are subject to the City's procurement policies as outlined in the City's municipal code. The City's Purchasing Ordinance can be found in its entirety on the [City's website](#).

It is the sole responsibility of the Consultant to have their Proposals delivered to the City before the closing hour and date. The City assumes no responsibility **for technological failure in submitting Proposals electronically**. It is the firm's sole responsibility to ensure that their proposal was submitted on time and that their PDF file/files are not corrupt.

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The City may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.

Submittals may be rejected if deemed non-responsive. To be considered, interested parties **must** submit the following no later than the aforementioned deadline:

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

Hard copy

Fax

Email

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

1. Submit proposal electronically through the City's website, www.georgetownsc.gov.
[Click here to submit electronically.](#)

Submittal package must include **all** of the following items. The PDF file upload limit is 20 pages, single sided 8 1/2" x 11" in size, excluding RFQ document and Mandatory Local Vendor form. If more than one PDF file is uploaded, each PDF file should be clearly labeled as such:

1. Letter of Interest – 1 Page
 2. Firm Qualifications 1-10 Pages
 3. Key Personnel - 1 to 2 Pages
 4. Relevant Experience- 1-5 Pages
 5. Firm Workload- 1 Page
 6. References - 1 Page
 7. Complete Initialed copy of this RFQ document - (Place the responsible person's initials on each page)
 8. Complete Mandatory Vendor Submittal Form (Exhibit B)
2. The City reserves the right to waive any minor informalities and irregularities of submittals that do not affect price, quantity, quality, or delivery. Minor informalities to include: failing to initial the proposal, failing to acknowledge addenda, will not, by themselves result in a submittal being deemed non-responsive. The City will request that any and all firms correct the minor informality or irregularity within the same specified time.
 3. Proposal must be received electronically through the City's website, www.georgetownsc.gov, no later than the aforementioned deadline. Proposals will be publicly opened with only the proposer's names read aloud via the City's public Facebook page, <https://www.facebook.com/Cityofgtown/>. **It is the sole responsibility of the firm to have their Proposals delivered to the City before the closing hour and date. The City**

assumes no responsibility for technological failure in submitting Proposals electronically. It is the sole responsibility of the firm to confirm that their proposal was submitted on time, and that their PDF file/files are not corrupt. Late Proposals will not be accepted nor considered. The official clock shall be that of the City’s Purchasing Agent, or designee. The City reserves the right to accept or reject any or all Proposals and to waive any informalities and technicalities in the proposal process. No additional fees, costs, or any other reimbursable expenses will be allowed.

4. This solicitation does not commit the City to award a contract. The City reserves the right to waive any technicalities or informalities and to accept or reject any and/or all submissions as deemed by its sole judgment to be in its best interest. The City also reserves the right to terminate the selection process without notice, to waive any irregularities in any submittal, and to request additional information from any of the firms submitting a proposal.
5. Any consultant may withdraw their proposal only by written request, at any time prior to the scheduled opening of responses. Partial or incomplete proposals may be rejected.
6. All costs incurred in preparing the proposal, or costs incurred in any other manner by the firm in responding to this RFQ, will be wholly the responsibility of the firm. All materials and documents submitted by the firm in response to this RFQ become the property of the City and will not be returned.
7. Any proprietary information contained in the proposal should be so indicated as follows:

Vendor Disclosure

Notice of SC Freedom of Information Act

“The parties acknowledge that all material submitted may be subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under the FOIA.”

We discourage you from including any information you consider propriety or trade secret, as this material is subject to the FOIA once it’s in the City’s possession. If you must include any such information in your submission, please identify it by color, labeling, and/or bold font as “PROPRIETARY INFORMATION” so that it can be readily recognized. In the event the City receives a request for this material, the City will notify those parties who have identified information they believe is proprietary or trade secret of the request. The City has a ten (10) day deadline to respond to the request. This is your window to file an action challenging the release. Please be on notice that if the City is not served with such an action, the information will be released.

8. Proposals must be made in the official name of the company or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. Proposals having any erasures or corrections must be initialed in ink by the vendor.
9. Disqualification and Rejection of Proposal – The City reserves the right to reject any proposal from a firm who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFQ documents, contract of similar nature, or to reject the proposal from a firm who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the firm that best meets the requirements as set forth herein.

10. Assignment of Contract – Assignment to the selected firm of any contract to be entered into in accordance with this RFQ will not be recognized by the City unless such assignment has prior written approval of the City.
11. Insurance Provisions - The selected proposer will be required to provide and maintain proof of insurance throughout the contract term and as required at point of contract negotiation by the City’s Risk Manager as follows:
 - Commercial General Liability:
 - Each Occurrence \$1,000,000
 - General Aggregate \$2,000,000
 - Automobile Liability:
 - Combined Single Limit \$1,000,000
 - Workers' Compensation:
 - Statutory Limits
 - Professional Liability Insurance
 - Each Claim \$1,000,000
 - Aggregate \$ 2,000,000

The City is to be named as “Additional Insured” on the above insurance coverage as respect to the City’s interest under the contract. Certificates showing proof of insurance shall be submitted to the City prior to commencement of services under the Agreement. Further, it shall be an affirmative obligation upon the firm to advise the City’s Risk Management Department within two (2) days of the cancellation herein at one of the following options below:

- Email - purchasing@georgetownsc.gov
- Fax - 843.527.6173
- Mailing address - PO Box 939, Georgetown, SC 29442 or
- Physical address - 1134 N. Fraser Street, Georgetown, SC, 29440

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

12. Indemnification - The selected firm agrees to indemnify, defend and hold harmless the City and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses damages, and/or liabilities arising from their acts, errors, or omissions and for any costs or expenses incurred by the City therefore under an agreement.
13. Compliance With Law – The selected firm and its agents and employees shall be bound and comply with all federal, state and local laws, ordinance rules and regulations, as well as all other governing bodies having legal jurisdiction with respect to the area where such work is performed.
14. City Business License and Permits – The selected firm shall be required to obtain all applicable City permits and business licenses prior to work commencing. Contact Finance Department at 843.545.4048, for business license information. Contact the Planning & Community Development Department at 843.545.4010 for permitting information. These expenses shall be included in the total proposal cost.
15. Payment terms – A monthly itemized billing statement must be submitted in a form specified by the City for services performed. The City will remit full payment on all undisputed invoices within thirty (30) days from receipt of the invoice by the appropriate person(s) (to be designated at the time of contract).

General Contractual Requirements

1. Force Majeure - The firm shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the firm. Such causes may include, but are not limited to acts of God or of the public enemy, acts of Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the firm.
2. Governing Law - Except to the extent that this agreement may be governed by any federal law, including federal bankruptcy law, this Agreement shall be governed by, constructed and interpreted under, and enforced exclusively in accordance with the laws of the State of South Carolina, and the courts in the State of South Carolina shall have jurisdiction with respect to any dispute arising hereunder.
3. Firm Qualifications - Firm must, upon request of the City, furnish satisfactory evidence of its ability to furnish products and/or services in accordance with the terms and conditions of this RFQ. The City reserves the right to make the final determination as to the firm's ability to provide the services herein.
4. Firm Responsibility – Each firm shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFQ. It is expected that this will sometimes require on-site observation. The failure or omission of the firm to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFQ or to a contract.
5. Affirmative Action - The firm will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
6. Women and Minority Business Enterprise (WMBE) Statement - It is the policy of the City to provide minorities, and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina. It is the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status. It is further the policy of the City to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.
7. Termination - Subject to the following provisions, any contract resulting from this request for Proposals may be terminated by the City provided a thirty (30) day advance notice in writing by the City Administrator, or his designee, is given to the firm:
 - 7.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If the sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City.
 - 7.2. Convenience - In the event that a contract is terminated or canceled upon request and for the convenience of the City without the required thirty (30) day advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - 7.3 Cause - Termination by the City for the cause, default or negligence on part of the firm, shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) day advance notice requirement is waived and the default provision herein shall apply.
 - 7.4 Default – In case of default by the firm, the City reserves the right to purchase any and all items/services in default in open market, charging firm with any excessive costs.

SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING FIRM WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

8. Prime Firm Responsibilities - The firm will be required to assume sole responsibility for the complete effort as required by this RFQ. The City will consider the firm to be the sole point of contact with regard to all contractual matters.
9. Subcontracting - If any part of the work covered by this RFQ is to be subcontracted, the firm shall identify the subcontracting organization and the contractual arrangements made therewith at the time of the offer. All subcontractors must be approved by the City. The successful firm will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the firm.
10. Ownership of Material – All materials and documents submitted by the firm in response to this RFQ become the property of the City and will not be returned to the firm.
11. Compliance with State and Federal Requirements – State and Federal requirements that are more restrictive than these set forth herein shall be followed by the Contractor.
12. Contract Amendments - Amendments to any agreement between the City and the firm must be reviewed and approved in writing by the City Administrator or designee.
13. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City Finance Department.
14. Records Retention and Right to Audit – The City shall have the right to audit the books and records of the firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under contract.
15. The City may conduct performance audits of the firm, as determined necessary by the City. Pertaining to all audits, the firm shall make available to the City, access to its computer files containing the history of the contract performance and all other documents related to the audit. Additionally, any software used by the firm shall be made available for auditing purposes at no cost to the City.
16. Independent Contractor Status - The parties hereby agree that the Contractor is an independent contractor of the City and that nothing in an agreement with the City shall be deemed to place the parties in a relationship of employer/employee, partners, or joint ventures. Neither party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other party in any manner. Each party shall only be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, or other similar taxes or charges with respect to its activities in relation to the performance of its obligations of an agreement.

17. Representations of Firm - Firm represents, warrants, and covenants that:
- (a) In providing the services firm shall utilize the care and skill used by members of firm's profession practicing under similar circumstances at the same time and in the same locality.
 - (b) All employees provided by the firm to the City shall have the qualifications, skills, and experience necessary to perform his/her job in accordance with the requirements of the agreement. The City may request removal of any employee for good cause.
 - (c) 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.

Exhibits Available

- A) AIA C172-2014 Contract Sample
- B) Mandatory Vendor Submittal form