



**REQUEST FOR QUALIFICATION (RFQ)
FOR
GENERAL ENGINEERING SERVICES
UNDER
INDEFINITE DELIVERY CONTRACT (IDC)**

REQUESTOR: City of Georgetown
1134 North Fraser Street
Georgetown, SC 29440
Contact: Nereo Parreno, Purchasing Agent
Email: purchasing@georgetownsc.gov
Phone: 843.545.4046

PROJECT: General Engineering Services

RELEASE DATE: Wednesday, October 11, 2023

DUE DATE: **On or before 2:00 PM EST (local time) Wednesday, November 1, 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,
under "Business", or [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.

Background

The City of Georgetown (City) is an incorporated municipality with a population of nearly 9,000 residents. The City is located 60 miles north of Charleston and 36 miles south of Myrtle Beach. It is the endpoint of the area commonly known as “The Grand Strand.” The Winyah Bay borders the City to the east and the Sampit River to the south. Tourism is a significant economic driver in the area and local industries, such as International Paper and Tideland Hospital. The City is the county seat and operates under the Mayor-Council form of government as outlined in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at www.georgetownsc.gov.

Purpose/Project Description

The City of Georgetown is soliciting Statements of Qualification from experienced and qualified firms (“Consultant”) to provide on-call Civil Engineering Consulting Services (“Project “or “Projects”) to support the City’s departments engineering needs on an as-needed basis.

The City requires professional engineering assistance from qualified firms to perform various tasks related to the planning, design, construction, and maintenance of the City’s infrastructure and facilities. Infrastructure projects will relate to water, wastewater, stormwater, water treatment, and wastewater treatment design.

The project will cover a three-year period that may be extended at the sole discretion of the City. The number of projects is unknown, as the volume of work assigned to each department is dependent on the City staff workload and funding availability. The project will be administered by the City’s Engineering Division.

Scope of Services

The Consultant shall provide the essential broad range of engineering services and activities that will be performed over a three-year period. Recommendations to work will be issued on a case-by-case basis with no guarantees as to the amount of work that will be involved. The Consultant will be responsible for accomplishing all detailed engineering and construction administration functions as assigned.

The tasks may include preliminary engineering and reporting, conceptual engineering, preparation of cost estimates, and preparation of final construction plans and specifications for the implementation of the project(s). Furthermore, Consultants may be asked to complete PERs in anticipation of federal and state grant applications.

The City reserves the right to select multiple firms.

Process

The City will conduct the selection of qualified Engineering Consultant in the following manner:

1. The RFQ and Qualification Form documents will be available on our [website](#). Qualification will be received and evaluated as described in this RFQ.
2. The best qualified, responsible, and responsive Engineering Consultant will be presented to the City Administrator for approval, as required.
3. After the Administrator's approval, the City will issue an Intent to Award Notice.
4. The Submittal Listing of Qualification received will be published on the City's [website](#) within forty-eight (48) hours of opening. [Click here](#) for a direct link.

Evaluation Criteria

All proposals will be reviewed for purposes of determining professional qualifications, responsiveness and responsibility. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information, as requested, for use in the evaluation will cause your proposal to be non-responsive.

The Project Review Committee (PRC), consisting of members appointed by the City Administrator or his/her designee will review 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.

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

Evaluation Criteria	Points
Consultant's experience in water, wastewater, and stormwater, municipal water and wastewater treatment systems.	30
Experience in value engineering and cost estimating	15
Experience in GIS mapping	15
Key Staff: Technical and project managerial skills of key staff in related projects. Adequate staffing of firm, ability to provide services and respond to client's schedule.	25
Prior experience with federal and state grant agencies (EDA, CDBG, RIA, USDA).	10
Local Vendor Preference (Georgetown City/County Residency)	5
Total	100

Intent to Award

Submission of a proposal indicates acceptance by the Engineering Consultant of the conditions contained in this RFQ.

The City shall have the sole discretion in determining the best qualified, responsive and responsible Engineering Consultant(s).

- A. The ability, capacity, and skill of the Engineering Consultant to perform the contract to provide the service required;
- B. Whether the Consultant 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 Consultant;
- 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 Consultant with laws and ordinances relating to the contract or services;
- F. The ability of the Consultant to perform or provide the service;
- G. The quality, availability, and adaptability of the consultant services to the particular use required;
- H. The ability of the Consultant to provide services for the nature of the requirements of an awarded contract as required in the RFQ; and
- I. Whether the Consultant has met the criteria of the terms and conditions of the RFQ.

Protest Procedure

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

Questions

No answers will be given over the phone.

Questions regarding this Request for Proposals should be submitted in writing and emailed to purchasing@georgetownsc.gov, no later than 2:00 PM EST (local time), Wednesday, October 25, 2023.

Please note - if you do not receive confirmation from the City that your email was received before the deadline, it is the Contractor's sole responsibility to contact the Purchasing Agent Nereo Parreno at 843.545.4046.

No questions will be accepted after the deadline mentioned above. All submittals shall include the following in the subject line: **General Engineering Services**

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, October 30, 2023.

Schedule of Events

MILESTONE EVENT	DATE	TIME EST (LOCAL TIME)
1. Request for Proposal (RFP) Release Date	Wednesday, October 11, 2023	
2. Deadline for written questions. Email to purchasing@georgetownsc.gov	Wednesday, October 25, 2023	2:00 PM
3. Deadline for addendum or answer(s) to be posted on the City’s website, www.georgetownsc.gov	Monday, October 30, 2023	2:00 PM
4. Proposal Due Date	Wednesday, November 1, 2023	2: 00 PM
5.Intent of Award Due Date (Tentative)	Wednesday, November 22, 2023	

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 Section 2-185 of the City’s Municipal Code (Chapter (Administration), Article IV (Procurement)). The City’s Procurement Ordinance can be found in its entirety on the [City’s website](#).

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.

The City reserves the right to request additional information from any and all prospective contractors or individuals deemed necessary by the City to evaluate the Proposals. However, this process may not be used as an opportunity to submit missing documentation, missing information, or to make substantive revisions to the original proposal.

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

The City also reserves the right to accept or reject any or all Proposals deemed in its best interest and to accept all or part of the scope of work herein as its project timeline and/or budget allows.

Once a final determination is made, the City is not required to furnish a statement of the reason(s) a proposal was not selected.

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

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

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

No: _____ Dated: _____

No: _____ Dated: _____

No: _____ Dated: _____

Submittal Instructions

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 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 Section 2-197 of 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's 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 Contractor to confirm that their proposal was submitted on time, and that their PDF file/files are not corrupt.

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

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

4. Each PDF file should be clearly labeled as such:

1. Engineer Qualification Statement (NTE 20 pages)
2. Complete initialed copy of this RFQ document
3. Complete Mandatory Local Vendor Submittal Form (Page 10)
4. List of three (3) professional references

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, or not submitting the Local Vendor Preference Option Form, will not, by themselves result in a submittal being deemed non-responsive. The City will request that any and all Consultant correct the minor informality or irregularity within the same specified time.
3. Electronic proposal must be received electronically through the City's website, www.georgetownsc.gov, no later than the aforementioned deadline. No proposal will be accepted after such time. 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 contractors submitting a proposal.
5. The 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 Contractor in responding to this RFQ, will be wholly the Consultants' responsibility. All materials and documents submitted by the Consultant 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 contractor 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 contractor who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the Contractor that best meets the requirements as set forth herein.
10. Assignment of Contract – Assignment to the selected Consultant 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 Consultant 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 the 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 Consultant to advise the City’s Risk Management Department within two (2) days of the cancellation herein at one of the following options below:

- Email – dgrant@georgetownsc.gov
- Fax - 843.527.6173
- Mailing address - PO Box 939, Georgetown, SC 29442

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

12. Indemnification - The selected Consultant 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 Consultant 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 Consultant shall be required to obtain all applicable City permits and business licenses prior to work commencing. Contact the Finance Department at 843.545.4041 for business license information. Contact the Planning & Community Development Department at 843.545.4017 for construction permit 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).



MANDATORY VENDOR SUBMITTAL FORM

The City's Procurement Ordinance to include the Local Vendor Preference Option, can be found in its entirety on the City's [website](#).

SECTION 2-185 COMPETITIVE SEALED BIDS OR PROPOSALS LOCAL VENDOR PREFERENCE

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

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

(X) _____
Signature of Company Officer

(X) _____
Date

General Contractual Requirements- As Applicable

1. Force Majeure - The Contractor 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 Contractor. 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 Contractor.
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. Contractor Qualifications - Contractor 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 Contractor's ability to provide the services herein.
4. Contractor Responsibility – Each Contractor 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 Contractor 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 Contractor 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 Contractor:
 - 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 Contractor, 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 Contractor, the City reserves the right to purchase any and all items/services in default in open market, charging Contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

8. Prime Contractor Responsibilities - The Contractor will be required to assume sole responsibility for the complete effort as required by this RFQ. The City will consider the Contractor 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 Contractor 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 Contractor will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the Contractor.
10. Ownership of Material – All materials and documents submitted by the Contractor in response to this specification become the property of the City and will not be returned to the Contractor.
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 Contractor 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 Contractor 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 Contractor, as determined necessary by the City. Pertaining to all audits, the Contractor 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 Contractor 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 Contractor - Contractor represents, warrants, and covenants that:
 - (a) In providing the services contractor shall utilize the care and skill used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.
 - (b) All employees provided by the Contractor 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 the removal of any employee for a good cause.
 - (c) Contractor is a business validly existing and in good standing under the laws of the State of South Carolina.
18. Indemnity Provisions - Contractor 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 Contractor's performance thereunder.
19. City Business License and permits - The selected Contractor shall be required to obtain all applicable City permits and business licenses **prior to work commencing**. Contact the Finance Department at 843.545.4041 for business license information. Contact the Planning & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total proposal cost.

Exhibits Available

- A) Professional Consulting Services Agreement -Blank