

REQUEST FOR PROPOSALS

Town of Chesterfield

Chesterfield County Water and Sewer Impact Study

SCIIP Grant Number A-23-P041

Due Date: November 15, 2023

RECEIPT LOCATION: 2314 Pisgah Rd, Florence, SC 29501

OFFICIAL CONTACT: Lindsay Privette

Project Administrator

P. O. Box 5719

Florence, S C 29502

The Town of Chesterfield reserves the right to reject any and all proposals or any parts thereof and to waive any irregularities or minor informalities in any proposal or in the proposal process and to make a contract award in the best interest of the Town.

This project is being funded in whole or in part by the South Carolina Infrastructure Investment Program (SCIIP), which is administered by the South Carolina Rural Infrastructure Authority (RIA) and funded by Federal, State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). All Federal SLFRF requirements and SCIIP requirements will apply to the contract. All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM) and may not be debarred from doing business with the federal government. Respondents on this work will be required to comply with all applicable federal regulations, including those listed in Exhibit A.

1. INTRODUCTION

The Town of Chesterfield is issuing this Request for Proposals (RFP) to identify a qualified engineering firm to provide the services described in Section 1.4. These services will be provided under contract with the Town of Chesterfield, with funding provided by the South Carolina Rural Infrastructure Authority (RIA) through the South Carolina Infrastructure Investment Program (SCIIP) under SCIIP Grant number A-23-P041.

1.1. Method of Procurement

This is a proposal-based selection. Award will be given to the highest ranked firm based on the factors outlined in Section 5, SELECTION CRITERIA. A contract will be negotiated after selection based on the proposal. The scope of work is outlined in Section 1.4.

1.2. Project Description

The SCIIP funding will be used to conduct a County Water and Sewer Impact Study including the following:

It is the intent of this study to explore regional partnership opportunities and/or future co-operation between the Town of Chesterfield and surrounding Town and Rural Water Companies

in Chesterfield County. The Pee Dee Council of Governments is undertaking a County Wide Comprehensive Plan for Chesterfield County with all the Towns in the County participating in the Plan. Pageland has completed an Impact Fee Study and Jefferson has received a draft to assess its viable sewer alternatives. These studies will provide valuable information to assess regional alternatives for the municipalities and citizens of Chesterfield County.

This project will involve the undertaking of a comprehensive study of all the water and sewer systems operating in Chesterfield County. The primary goal of the study is to provide a better understanding of the supply and demand of water and sewer resources in Chesterfield County. Fortunately, in Chesterfield County the Mayor's Association has resulted in a great working relationship between the Towns. Cheraw has major water and sewer project in the planning stage. Chesterfield County has also provided significant matching funds for the SCIP Grants for Chesterfield County Rural Water Company and Alligator Water Company.

Therefore, this is the ideal time for the Town of Chesterfield to explore regional alternatives to meet the needs of its water and sewer customers. This project will provide a data driven foundation for collaborative decision making on shared water and sewer needs, challenges, and opportunities for regional co-operation.

Relevant portions of the application for SCIP funding, including a detailed project description, can be found in 1.4 Scope of Work.

1.3. Information to be Supplied by the Town of Chesterfield.

The Town of Chesterfield will provide the following information and resources to the selected firm for use during the project:

Maps

Capital Improvement Plans if Available

Financial Records

Other Project Information

Access to Staff

Staff will assist with assessments of existing infrastructure

1.4. Scope of Work.

1. Inventory and build upon current knowledge:
 - a. Identify data gaps.
 - b. Inventory water and sewer resources of Chesterfield County.
 - c. Upgrade monitoring networks to address data gaps.
2. Collaborate Across Many Partners:
 - a. Consult with utilities to better understand current and future needs.
 - b. Establish productive partnerships among water and sewer resource agencies.
3. Evaluate Future Water and Sewer Demand:
 - a. Quantify current water and sewer use and forecast future demand.
 - b. Include water and sewer conservation population and economic growth and historical droughts.
4. Understand Available Supply:
 - a. Examine regional water and sewer availability.

- b. Investigate surface and groundwater interaction.
 - c. Build a regional water and sewer resources model based on water and sewer budgets and geology.
 - d. Utilize the model to investigate potential regional water and sewer supply limitations and/or surpluses.
5. Develop Actions:
- a. Consider all ideas to address future events.
 - b. Identify key topics surrounding water and sewer supply and demand issues.
 - c. Investigate needed changes to water and sewer utility infrastructure.
 - d. Develop targeted regional public education messages and materials.
 - e. There will be consideration of multiple organizational models for the participating entities regarding regionalization.
6. Develop Countywide GIS Map from data gathered from Stakeholders:
7. Public Input
- a. Conduct four public hearings around the County to gather input from citizens.
 - b. Gather comments and synthesize into concise documents for use in final report production.
 - c. Gather Existing data from Stakeholders on Rates, O & M Costs, Capital Improvement Plans.
 - d. Hold two Work Sessions with Stakeholders Group to develop concepts and ways to regionalize services.
 - e. Prepare Draft Study Report.
 - f. Conduct two public meetings to share developed plan/concepts for regional systems.
 - g. Gather comments from Public Meetings and Finalize Report and Concept Plans.
 - h. Formal presentation of Final Plan/Report to Stakeholders and Provide Copies of the Report to all Stakeholders plus five additional copies.
8. Provide legal considerations for potential consolidations.

1.5. Project Schedule

The estimated project schedule is as follows:

Completion of data acquisition	September 1, 2024
Completion of first draft of report	October 1, 2024.
Completion of final edits of report	November 1, 2024
Presentation of findings to Town of Chesterfield and Stakeholders	December 1, 2024
Grant close-out	April 30, 2025

Timely completion of the project is a key requirement, as delays could result in the loss of grant funding,

2. REQUEST FOR PROPOSALS (RFP) PROCESS AND POLICIES

2.1. Submittal of Proposal

The Town of Chesterfield is hereby issuing this Request for Proposals (RFP) to firms that have the capability and interest in undertaking and performing the scope of work described in this RFP. The RFP will be publicly advertised in accordance with the SCIP procurement guidelines.

The OFFICIAL CONTACT for this solicitation is:

Lindsay Privette
Project Administrator
PDCOG
P. O Box 5719
Florence, SC 29502
843-669-3138
lprivette@peedeecog.org

Each firm responding to this solicitation is officially a RESPONDENT. Each respondent must submit a sealed package containing an original and fifteen copies plus one (1) digital copy of its proposal to Lindsay Privette at the address above no later than November 15, 2023 at 3:00pm. Proposals may be submitted in person, by messenger, or by regular mail. All submissions will be logged in and date and time stamped. Any proposal that is received after the date and time specified will be logged and date and time stamped as "late" and returned unopened to the respondent.

2.2. Proposed Procurement Timeline

Release date for RFP	October 10, 2023
Final Date to Receive Written Questions/Clarifications	November 1, 2023, 5:00pm
RFP Closing Date	November 15, 2023, 3:00pm
Completion of Selection Committee Review and Recommendation	December 1, 2023
Execution of Contract	December 20, 2023

2.3. Labeling of Proposals

All proposals must be submitted in a sealed envelope or package plainly marked "Chesterfield County Water and Sewer Impact Study", ATTENTION: Lindsay Privette with the name and address of the respondent in the upper left-hand corner. No responsibility will be attached to the Town of Chesterfield or any official or employee thereof, for the pre-opening, post opening, or failure to open a proposal not properly addressed and identified.

2.4. Proprietary/Confidential Information

All materials and written qualifications submitted pursuant to this RFP shall become the property of the Town of Chesterfield and will not be returned. All respondents must visibly mark as "CONFIDENTIAL" each part of their submission that they consider to contain proprietary information the release of which would constitute an unreasonable invasion of privacy. All unmarked pages will be subject to release in accordance with law. Marked pages will not be disclosed if they are deemed to meet the requirements under the South Carolina Freedom of Information Act, S.C. Code Section 30-4-10, et seq. Respondents should be prepared, upon request,

to provide justification of why such materials should not be disclosed in accordance with the South Carolina Freedom of Information Act.

2.5. Questions/Requests for Clarification

All questions and/or requests for clarification regarding this RFP should be provided in writing to Lindsay Privette no later than November 1, 2023, 5:00pm. All questions submitted and their answers will be posted on the Pee Dee COG website as an addendum to this RFP. No telephone inquiries will be accepted.

2.6. Addenda

If it becomes necessary to revise any part of this RFP, a written addendum will be issued. All addenda issued by the Town of Chesterfield will become part of the official RFP and will be posted on the Pee Dee COG website. Receipt of all addenda must be acknowledged in the proposal.

2.7. Contact Policy

No direct or indirect contact regarding this solicitation may be made with any representatives of the Town of Chesterfield other than the official contact identified in this RFP. If such contact is made, the Town of Chesterfield reserves the right to reject a proposal submitted by that respondent. All questions and/or requests for clarification must be provided in accordance with Section 2.5 of the RFP. This contact policy applies to site visits and requests for technical information. Any technical information needed from the Town of Chesterfield to prepare a proposal should be coordinated through the Questions/Requests for Clarification process outlined in Section 2.5.

2.8. Acceptance and Rejection of Proposals

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. The Town of Chesterfield reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The Town of Chesterfield also reserves the right to accept or reject any or all proposals received in response to this RFP. The Town of Chesterfield is not obligated to enter into any contract on the basis of any submittal in response to this RFP. The Town of Chesterfield reserves the right to request additional information from any firm submitting a proposal under this RFP if such information is necessary to clarify the proposal.

2.9. Cancellation/Rejection

The Town of Chesterfield may cancel this RFP in whole or in part at any time if it is determined to be in the best interest of the Town. The Town of Chesterfield may reject any or all proposals in whole or in part if it is determined to be in the best interest of the Town.

2.10. Conflict of Interest

Respondents shall promptly notify the Town of Chesterfield in writing of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the respondent's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such a person may undertake, and request an opinion of the Town as to whether the

association, interest, or circumstance would, in the opinion of the Town, constitute a conflict of interest. By submitting this proposal, the respondent certifies that it has no conflict of interest with any employee, agent, elected official or officer of the Town or any other conflict as may be set forth herein.

2.11. Collusion

More than one proposal from an individual, firm partnership, corporation, association or related parties under the same or different names will not be considered. If the Town of Chesterfield believes that collusion exists among respondents, all proposals from the suspected firms will be rejected. "Related parties" means respondents or the principals thereof, which have a direct or indirect ownership or profit sharing interest in another respondent.

Respondents shall comply with all local, state, and federal directives, orders, and laws applicable to this RFP and any resulting contract.

By responding to this RFP, respondents certify that the response is made without previous understanding, agreement, or connection with any person firm or corporation making a proposal for the same item, and they certify the knowledge that this would constitute an illegal action.

2.12. South Carolina Infrastructure Investment Program (SCIIP) Requirements

This project is being funded in whole or in part by the South Carolina Infrastructure Investment Program (SCIIP), which is administered by the South Carolina Rural Infrastructure Authority (RIA) and funded by federal State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). All federal SLFRF requirements and SCIIP requirements will apply to the contract. All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM) and may not be debarred from doing business with the federal government. The successful respondent will be required to comply with all applicable federal regulations, including those outlined in Exhibit A. More information about program requirements can be found in the SCIIP Project Management Procedures found at ria.sc.gov/resources/forms-documents.

3. PROPOSAL CONTENTS

Respondents interested in providing the services outlined in this RFP must prepare and submit a proposal that must not be more than the equivalent of twenty single sided 8 by 11 inch pages in length (not counting the front and back covers of the proposal, section dividers that contain no information, and any required forms). The proposal must include the following, in the order listed:

3.1. Cover Letter

The response should contain a cover letter signed by a person who is authorized to commit the respondent to perform the work included in the proposal and should identify all subcontractors, materials and enclosures being forwarded in response to the RFP.

3.2. Firm Qualifications

Provide relevant information about the firm to include the following.

- Organization/company overview as it relates to the requirements of the RFP

- Organization/company overview of all sub-contractors as it relates to the requirements of the RFP
- Number of years the firm has been providing the requested services with a brief description of recently performed projects that indicate the past performance and abilities of the proposed team. More detail on specific projects should be included in the Relevant Experience section.

3.3. Key Personnel

Provide a proposed project management structure that identifies the project manager and all personnel who will be assigned to work on this project, including a description of their abilities, qualifications (including education and licensure), and experience. Identify the proposed project manager who will be the sole point of contact for the Town of Chesterfield during day-to-day operations and include their contact information. Include resumes for all key individuals (including sub-consultants) who will be completing a portion of the scope of work.

3.4. Relevant Experience

Provide descriptions of similar infrastructure projects that the organization and/or key personnel have completed, including tasks involved, timeframes, and outcomes. Include any relevant experience with federal requirements or grant-funded projects and/or experience with water and sewer studies.

3.5. Project Approach

A statement of understanding of the work to be done and a detailed methodology and work plan to include a proposed list of required tasks and milestones to address the scope of work included in this RFP. Include any additional recommendations, options or alternatives that should be taken into consideration by the Town.

3.6. Project Schedule

Provide a proposed project schedule that includes the key tasks, duration, milestones and deliverables that will complete the scope of work within the timeframe outlined in this RFP.

3.7. Firm Workload

Describe the recent, current, and projected workload of the respondent and any sub-consultants, related to how it might impact the respondent's ability to meet the project's time and budget requirements.

3.8. Project Cost

Provide a fixed price, total cost proposal for completing the scope of work outlined in this RFP. The proposal should be itemized by work tasks and inclusive of all fees. Include hourly fees that would be charged if additional work is added to the contract via change order.

3.9. References

Provide three (3) client references for relevant projects within the last 5 years that indicate the past performances and abilities of the proposed team. Include a key client contact person for each project with their current daytime phone number and email address.

4. EVALUATION AND AWARD PROCESS

4.1. Selection Committee

The Town of Chesterfield will conduct a formal selection process to identify the proposal that is most advantageous to the Town, based on the criteria detailed in Section 5. This process will include the formation of a selection committee and the appointment of other technical advisors as needed to review all of the proposals and score them based on the established selection criteria outlined herein. The award will be made to the highest rated and ranked respondent based on the cumulative scores of the selection committee.

The Town reserves the right to contact a firm to obtain written clarification of information submitted in their proposal and to contact references to obtain information regarding performance, reliability, and integrity. After evaluating the submitted proposals, the selection committee may choose to interview a short list of at least three firms prior to ranking the respondents. If interviews will be conducted, short listed respondents will be notified at least ten (10) business days prior to the interview date.

4.2. Notice of Intent to Award

The selection committee's recommendation for award will be presented to the Chesterfield Town Council for consideration. If approved, a notice of "Intent to Award" will be posted on the Town's website. A notice will also be emailed to all respondents informing them of the committee's recommendation.

4.3. Protested Solicitations and Awards

Any respondent who is aggrieved in connection with the solicitation or award of a contract may protest according to the procedures in the Town's procurement policy. Protests should be submitted to the Town Administrator in writing within five work days of Notice of Intent to Award.

4.4. Contract Negotiations/ Award of Contract

After the close of the appeal period, if no appeals were received or successfully granted, the highest rated respondent identified in the "Intent to Award" will be invited to enter into contract negotiations with Town of Chesterfield to finalize the scope of work, personnel, hours, hourly rates, use of subconsultants, and other direct costs that will be required to complete the agreement between the Town and the selected respondent. If an agreement cannot be reached with the top ranked firm, the Town will select the next highest ranked responsive and qualified firm and the negotiation phase will be repeated. This process will continue until an agreement is reached with a qualified firm that can provide the required scope of services within the project budget. Any contracts awarded as a result of this procurement process will be between the respondent and the Town.

Per RIA SCIIP guidelines, any contract negotiated as a result of this procurement process will require approval from RIA prior to award/execution. Once a draft contract is negotiated, the Town of Chesterfield will submit it to RIA for approval. Once approval is granted, the Town and the selected respondent may enter into the contract. Failure to adhere to this policy could result in disallowed grant costs and the cancellation of this solicitation.

5. SELECTION CRITERIA

The selection criteria and their relative importance in making the selection are:

5.1. Qualifications of Firm/Personnel: 20 percent

Technical expertise and competence, including education, licensure or professional certification, and years of experience of individuals who will be assigned to this project

5.2. Related Experience on Similar Projects: 20 percent

Extent of relevant experience with projects of a similar nature, including experience with federally funded grants and/or RIA state-funded grants.

5.3. Past Performance: 20 percent

Performance recommendations with regard to work quality, schedule, budget, communication and coordination of projects.

5.4. Project Approach: 15 percent

The soundness, suitability, comprehensiveness and creativity of the respondent's stated approach to the project.

5.5. Ability to Meet Project Schedule: 15 percent

The proposed project schedule as well as consideration of the workload of the firm and key personnel.

5.6. Project Cost: 10 percent

Points for cost will be assigned by Lindsey Privette or designee. The lowest total cost proposal will receive the maximum points and all other respondents will be assigned points on a pro rata basis.

EXHIBIT A

Terms and Conditions for SCIIP Funded Professional Services Contracts

The following terms and conditions will be incorporated into the contract for this work:

1. Termination for Cause and Convenience

The contract may be terminated in whole or in part as follows:

- i. By the Grantee, if a contractor fails to comply with the terms and conditions of the SCIIP award;
- ii. By the Grantee, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities.
- iii. By the Grantee with the consent of the contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated,
- iv. By the Grantee upon written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Grantee determines in the case of partial termination that the reduced or modified portion of the contract will not accomplish the purposes for which the contract was made, the Grantee may terminate the contract in its entirety; or
- v. By the Grantee pursuant to termination provisions included in the SCIIP award.

2. Administrative, Contractual, and Legal Remedies

In addition to any of the remedies described elsewhere in the contract, if the contractor materially fails to comply with the terms and conditions of this contract, including any federal or state statutes, rules or regulations, applicable to this contract, RIA or the Grantee may take one or more of the following actions:

- i. Temporarily withhold payments pending correction of the deficiency by the contractor;
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- iii. Wholly or partly suspend or terminate this Contract; and
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the contractor from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Grantee shall have the right to demand a refund, either in whole or part, of the funds provided to the contractor for noncompliance with the terms of this Contract.

3. Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- ii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer or is consistent with the contractor's legal duty to furnish information.
- iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining contract or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

4. Debarment and Suspension; Executive Orders 12549 and 12689

The Contractor certifies that it is not listed on the government-wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension.."