

September 27, 2023

**REQUEST FOR QUALIFICATIONS
TOWN OF NICHOLS
STORMWATER IMPROVEMENTS**

SCIIP Grant #: A-23-C143

DUE DATE:

Monday, October 30, 2023 @ 3:00 PM

RECEIPT LOCATION:

Town of Nichols
514 Mullins St.
Nichols, SC 29581

OFFICIAL CONTACT:

Sandee Rogers, Town Administrator
(843) 430-1483
E-mail: srogers@nicholssc.org

The Town of Nichols reserves the right to reject any and all submissions or any parts thereof and to waive any irregularities or minor informalities in any submission or in the procurement process and to make a contract award in the best interest of the Town of Nichols.

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 Nichols is issuing this Request for Qualifications (RFQ) to identify a qualified civil engineer to provide a full range of engineering services to support the implementation of the **Nichols Stormwater Resilience** project. These services will be provided under contract with the Town of Nichols, with funding provided by the South Carolina Rural Infrastructure Authority (RIA) through the South Carolina Infrastructure Investment Program (SCIIP) under SCIIP Grant #A-23-C143.

1.1. Method of Procurement

This is a qualifications-based selection. Award will be given to the most responsible, responsive and most highly-qualified engineering firm based on the factors outlined in Section 5, SELECTION CRITERIA. Cost is NOT a factor in the ranking of firms to provide services herein. DO NOT include any reference to consultant costs in the RFQ response. Any RFQ response with any discussion of cost will be disqualified. Contract fees will be negotiated after selection based on the project scope. A general scope of work is outlined below.

Firms are advised that this evaluation and selection process is a competition and not simply a prequalification. It is the intent of the Town of Nichols to award the contract to a single Firm.

1.2. Project Description

The Town of Nichols has experienced two extreme flooding events, Hurricane Matthew (2016) and Hurricane Florence (2018) that devastated the town's infrastructure and building stock. SCIIP funding will be used to address drainage issues primarily impacting the Town of Nichols' business district as well as mitigating flood damages to buildings within that area.

The application for SCIIP funding, which includes a detailed project description as well as preliminary engineering information, is included at the end of this RFQ.

1.3. Engineering Scope of Work

To support this project, the Town of Nichols is requesting full engineering services to include the following scope of work:

- Preparing technical drawings and specifications
- Filing applications for permits and/or design approvals
- Revising drawings in response to directives from governmental authorities as needed
- Preparing bidding documents and revising as needed
- Bidding the project and negotiating with contractors
- Compiling contract documents and participating in the pre-construction conference
- Construction observation and inspection
- Preparing pay requests
- Conducting final inspection and providing a notice stating that the work is acceptable

- Preparation and/or submittal of contractor prepared final as built drawings

1.4. Project Schedule

The estimated project schedule is as follows:

Completion of Final Design	August 1, 2024
Acquisition of all Permits	September 1, 2024
Advertise for Bids	September 1, 2024
Construction Notice to Proceed date	January 5, 2025
Completion of Construction	January 5, 2026
Grant Close-out	June 1, 2026

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

2. REQUEST FOR QUALIFICATIONS (RFQ) PROCESS AND POLICIES

2.1. Submittal of Statements of Qualifications

The Town of Nichols is hereby issuing this Request for Qualifications (RFQ) to engineering firms that have the capability and interest in undertaking and performing the scope of work described in this RFQ. The RFQ will be publicly advertised in accordance with the SCIIP procurement guidelines.

The OFFICIAL CONTACT for this solicitation is:

Sandee Rogers, Town Administrator
 (843) 430-1483
 E-mail: srogers@nicholssc.org

Mailing address:
 514 Mullins Street
 Nichols, South Carolina, 29581

Physical address:
 514 Mullins Street
 Nichols, South Carolina 29581

Each firm responding to this solicitation is officially a RESPONDENT. Each respondent must submit a sealed package containing an original and three (3) copies plus one (1) digital copy of its statement of qualifications to **Sandee Rogers, Town Administrator** at the address above no later than **October 30, 2023 @ 3:00 PM**. Statements of qualifications may be submitted in person, by messenger, or by regular mail. All submissions will be logged in and date and time stamped. **Any qualifications package 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 RFQ	September 29, 2023
Final Date to Receive Written Questions/Clarifications	October 23, 2023 @ 3:00 PM
RFQ Closing Date	October 30, 2023 @ 3:00 PM
Completion of Selection Committee Review and Recommendation	November 14, 2023, estimated
Execution of Contract	December 5, 2023, estimated

2.3. Labeling of Submissions

All submissions must be submitted in a sealed envelope or package plainly marked "**Town of Nichols – Stormwater Improvements, ATTN: Sandee Rogers, Town Administrator**" with the name and address of the respondent in the upper left-hand corner. No responsibility will attach to the Town of Nichols or any official or employee thereof, for the pre-opening, post opening, or failure to open a submission not properly addressed and identified.

2.4. Proprietary/Confidential Information

All materials and written qualifications submitted pursuant to this RFQ shall become the property of the Town of Nichols 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 RFQ should be provided in writing to Sandee Rogers, Town Administrator at srogers@nicholssc.org no later than October 23, 2023 @ 3:00 PM. All questions submitted and their answers will be posted on the Pee Dee COG website, www.peedeecog.org, as an addendum to this RFQ. No telephone inquiries will be accepted.

2.6. Addenda

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

2.7. Contact Policy

No direct or indirect contact regarding this solicitation may be made with any representatives of the Town of Nichols other than the official contact identified in this RFQ. If such contact is made, the Town of Nichols reserves the right to reject a submission by that respondent. All questions and/or requests for clarification must be provided in accordance with Section 2.5 of the RFQ. This contact policy applies to site visits and requests for technical information. Any technical information needed from the Town of Nichols to prepare a submission should be coordinated through the Questions/Requests for Clarification process outlined in Section 2.4.

2.8. Acceptance and Rejection of Submissions

Any submissions that do not conform to the essential requirements of the RFQ shall be rejected. The Town of Nichols 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 Nichols also reserves the right to accept or reject any or all submissions received in response to this RFQ. The Town of Nichols is not obligated to enter into any contract on the basis of any submittal in response to this RFQ. The Town of Nichols reserves the right to request additional information from any firm submitting under this RFQ if such information is necessary to clarify the submission.

2.9. Cancellation/Rejection

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

2.10. Conflict of Interest

Respondents shall promptly notify the Town of Nichols 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 of Nichols as to whether the association, interest, or circumstance would, in the opinion of the Town of Nichols, constitute a conflict of interest. By responding to this solicitation, the respondent certifies that it has no conflict of interest with any employee, agent, elected official or officer of the Town of Nichols or any other conflict as may be set forth herein.

2.11. Collusion

More than one submission from an individual, firm partnership, corporation, association or related parties under the same or different names will not be considered. If the Town of Nichols believes that collusion exists among respondents, all submissions 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 RFQ and any resulting contract.

By responding to this RFQ, respondents certify that the response is made without previous understanding, agreement, or connection with any person, firm or corporation making a submission 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. STATEMENT OF QUALIFICATIONS CONTENTS

Respondents interested in providing the services outlined in this RFQ must prepare and submit a statement of qualifications that must not be more than the equivalent of 25 single sided 8 ½ by 11-inch pages in length (not counting the front and back covers, section dividers that contain no information, and any required forms). The submission 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 described in this RFQ and should identify all subcontractors, materials, and enclosures being forwarded in response to the RFQ.

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 RFQ
- Organization/company overview of all sub-contractors as it relates to the requirements of the RFQ
- 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 Nichols during day-to-day operations and include their contact information. Include a brief summary of qualifications or resume 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 the wastewater infrastructure to be improved. Also include any relevant work performed in a nearby jurisdiction or in the Town of Nichols's jurisdiction.

3.5. 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 schedule requirements.

3.6. 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 Nichols will conduct a formal selection process to determine the best qualified respondent. This process will include the formation of a selection committee and the appointment of other technical advisors as needed to review all of the submissions 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 of Nichols reserves the right to contact a firm to obtain written clarification of information submitted and to contact references to obtain information regarding performance, reliability, and integrity. After evaluating the submitted Statements of Qualifications, 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 Town of Nichols

Administrator for consideration. If approved, a notice of “Intent to Award” will be posted on the Pee Dee COG 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 of Nichols’s procurement policy. The protest shall be submitted to the Town Administrator within seven (7) days 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 the Town of Nichols to finalize the scope of work, personnel, hours, hourly rates, use of sub-consultants, and other direct costs that will be required to complete the agreement between the Town of Nichols and the selected respondent. If an agreement cannot be reached with the top ranked firm, the Town of Nichols 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 of Nichols.

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 Nichols will submit it to RIA for approval. Once approval is granted, the Town of Nichols 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%)

Technical expertise and competence, including education, registration, and years of experience of individuals who will be assigned to this project.

5.2. Related Experience on Similar Projects (30%)

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

5.3. Past Performance (15%)

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

5.4. Recent, Current, and Projected Workload (25%)

Workload of the firm and key personnel, related to how it might impact the respondent's ability to meet the project's schedule requirements.

5.5. Proximity and Local Knowledge (10%)

Proximity to the project location and knowledge of the area and the infrastructure to be improved, as demonstrated through relevant experience.

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 Remedies¹

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

¹ This provision is required only for contracts in excess of \$150,000.

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)

- i. 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."