



Request for Qualifications (RFQ)

FOR

**On-Call Consulting Services for
Engineering, Surveying, and Architectural Services**

**City of Anderson
401 South Main Street
Anderson, SC 29624**

Issue Date: Monday, October 18, 2021

Submittal Deadline: Monday, November 15, 2021, 4:00 p.m.

I. INTRODUCTION

The City of Anderson (City) is a political subdivision of the State of South Carolina located in the northwest corner of South Carolina approximately two (2) hours driving time from both Atlanta, GA and Charlotte, NC. The City of Anderson currently has a population of approximately 28,000 people.

The City of Anderson, SC is currently seeking statements of qualification for consulting engineering, surveying, and architectural services from firms experienced in providing one or more of the following services on an as-needed / on-call basis:

1. Engineering Services for Water and Wastewater
2. Engineering Services for Stormwater
3. Engineering Services for General Civil Engineering Services
4. Engineering Services for Parks and Recreation Planning and Design
5. Surveying Services
6. Geotechnical Services for Testing and Engineering
7. Architectural Service

The City will review qualifications and create a list of qualified on-call consultants for each sub-area. The City is not seeking, or expecting, team responses or expertise in every aspect of each sub-area. As appropriate, the City may conduct an additional competitive process (e.g., solicit bids or issue Requests for Proposals) prior to awarding contracts. The City anticipates that all services will be on an as-needed or on-call basis. Areas of focus in each category are subject to change based on the availability of funds within the City of Anderson's annual budget and the sole discretion of the City of Anderson.

The list of consultants chosen will be for a five (5) year period, which may be extended an additional two (2) years at the City's discretion. Qualifications may be submitted for one service area or a combination of service areas. **Only one submittal per firm will be accepted.**

II. CONSULTANT ROLE – SCOPE OF SERVICES

The tasks listed under each sub-area represent the types of tasks most likely to be requested, but other tasks may be requested, as needed.

Sub-Area 1: Engineering Services for Water and Wastewater

The City is seeking consultants with extensive experience satisfactorily providing design and project management services of water distribution systems, waste water collection systems, and waste water treatment plant expansion and upgrades. Services requested may include but are not limited to the following:

1. Master planning
2. Design for system expansions, upgrades, and emergency repairs
3. Construction administration
4. Distribution and collection system modeling
5. Treatment plant evaluation
6. Special studies

Sub-Area 2: Engineering Services for Stormwater

The City is seeking consultants with extensive experience satisfactorily providing design and project management services of stormwater collection systems and utilities. Services requested may include but are not limited to the following:

1. Master planning
2. Design for system expansions and upgrades, and emergency repairs.
3. Construction administration
4. Special studies

Sub-Area 3: Engineering Services for General Civil Engineering

The City is seeking consultants with extensive experience satisfactorily providing services related to the design and construction of general engineering projects. Services requested may include but are not limited to the following:

1. Master planning
2. Design for new construction, upgrades, and remediation of roads, bridges, and related transportation structures.
3. Construction administration
4. Special studies
5. Projects that span multiple sub-areas

Sub-Area 4: Engineering Services for Parks and Recreation Planning and Design

The City is seeking consultants with extensive experience satisfactorily providing planning, design, and development services for various parks and recreation projects. Services may include but are not limited to the following:

1. Master planning
2. Design for new construction, upgrades, and remediation
3. Construction administration
4. Special studies

Sub-Area 5: Surveying Services

The City is seeking consultants with extensive experience satisfactorily providing land surveying services.

Sub-Area 6: Geotechnical Engineering and Testing Services

The City is seeking consultants with extensive experience satisfactorily providing geotechnical engineering services. Services may include but are not limited to the following:

1. Sub-surface exploration
2. Laboratory services
3. Construction support
4. Special studies

Sub-Area 7: Architectural Services

The City is seeking consultants with extensive experience satisfactorily providing architectural services in the Anderson Area to work under the direction of City staff. Services requested may include but are not limited to the following:

1. Master planning
2. Design for new construction, upgrades, and remediation
3. Construction administration
4. Special studies

III. MINIMUM QUALIFICATIONS

1. Consultants must meet the following minimum qualifications to be considered responsive to this RFQ:
 - a. As of the submission deadline, the consultant shall have a minimum of three (3) years of experience satisfactorily providing the same or similar services requested under this RFQ. Prior experience working with municipalities or other public entities preferred.
 - b. As of the submission deadline, the consultant shall be registered with the South Carolina Labor, Licensing, and Review Board and be in good standing.
2. Any consultant that does not meet these minimum requirements shall not be eligible to be considered for placement on the list of qualified on-call consultants.

IV. SUBMITTAL CONTENT, FORMAT & INSTRUCTIONS

All submittals must follow the format guidelines and content requirements listed in Section IV. Nonconforming submittals may be rejected as nonresponsive.

1. **Letter of Interest (15 points, 5 page maximum)**. Please include in the submittal a letter introducing the consultant and expressing the consultant's interest in being considered for on-call consulting services, clearly identifying the applicable sub-area(s) of interest. The letter of interest should also include all the following:
 - a. Provide the name of entity, its mailing address, telephone, facsimile number. Please describe the organization.
 - b. Indicate that the consultant has the availability and time to dedicate the personnel and resources necessary to provide on-call consulting services.
 - c. Indicate that the consultant has the minimum qualifications listed in Section III above.
 - d. Indicate the intention of the consultant to adhere to the provisions described in the RFQ.
 - e. Please identify the contact person responsible for the submittal, specifying the name, title, and contact information.
 - f. Please note that the person signing the letter of interest must be a legal representative of the consultant authorized to bind the consultant to an agreement in the event of an award.
2. **Relevant Experience of Key Personnel and the Firm (50 points, 10 page maximum)**.
 - a. **Key Personnel Experience**. The submittal must identify the key personnel that are to be assigned if awarded a contract, detailing their qualifications, areas of expertise, a summary of their past experience performing similar services for the City of Anderson or neighboring jurisdictions in the Upstate Area, and a resume of each key personnel,

including experience working with City staff, local community groups and decision makers, and regional partner agencies.

- b. **Firm Experience**. The submittal must describe the firm's pertinent project experience, including a list of performed relevant projects, past performance, individual or team accomplishments, and examples of similar work for the City of Anderson or neighboring jurisdictions in the Upstate Area, including experience working with City staff, local community groups and decision makers, and regional partner agencies.
 - c. **General Firm Information**. General firm information including the number of employees, location of firm headquarters, branch offices, and number of years in business may also be provided. Please note that general firm information is not a substitute for the specific information requested in Sections IV.2.a and b above.
3. **Fee Structure (15 points)**. Please include a clear and comprehensive fee schedule, including a detailed statement of hourly rates for all positions and classifications of individuals involved and reimbursable expenses.
 4. **Firm Location (20 points)**. The City of Anderson procurement code provides for a local business preference. Firms currently located solely in the City of Anderson or Anderson County will be awarded the maximum points (15) for this category. Firms located outside of Anderson County may be awarded a maximum of 12 points. Evaluation for this category will be based on physical location(s) of firm and location of personnel expected to be assigned for areas of expertise.

V. SUBMISSION

Consultants shall submit **three (3) complete, double-sided, hard copies for each applicable sub-area** and one electronic pdf file of the information in Section IV above. All submitted material becomes the property of the City of Anderson. Proposals must be in a sealed envelope and shall be submitted by mail or in person by **4:00 PM EST on Monday, November 15, 2021** to:

**City of Anderson
Attn: David McCuen
401 South Main Street
Anderson, SC 29624**

Submittals shall be clearly marked on the outside cover or envelope "Statement of Qualifications for City of Anderson On-Call Consulting Services." Inquiries regarding the RFQ may be made by email to Rachel Mullinax at rmullinax@cityofandersonsc.com, with the subject *City of Anderson RFQ- On-Call Consulting Services*. The deadline for written questions is November 1, 2021, at 4:00 PM EST. Firms are specifically directed not to contact any City of Anderson personnel for meetings, conferences, or technical discussions related to this RFQ. Failure to adhere to this policy may be grounds for rejection of the qualification statement package. Any statements made by City personnel that could materially alter any portion of this request should not be relied on unless ratified by a formal written amendment to this document.

1. Addenda. The City reserves the right at its sole discretion to modify this RFQ should the City deem that it is in its best interests to do so. Any changes to the proposal requirements will be made by written addendum at least 5 days prior to the submittal deadline. The failure of a consultant to read the latest addendums shall have no effect on the validity of such modification.
2. Submittals Must be Valid for Ninety (90) Days. The consultant agrees to be bound by its submittal for a period of ninety (90) days commencing on November 15, 2021, during which time the City may request clarification of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.
3. Late Proposals. Late proposals will not be considered and will be returned to the consultant unopened. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual timely receipt.
4. Liability for Submittal Errors. Consultants are responsible for all errors and omissions contained in their submittals.
5. Cost of Submittals. All costs incurred during submittal preparation or in any way associated with the consultant's preparations or submission shall be the sole responsibility of the consultant.
6. Freedom of Information Act. A qualification package received by the City of Anderson is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered excepted and excluded from disclosure according to State statute. All information that is to be considered confidential and/or proprietary must be clearly identified, and each page containing such information, in whole or in part, must be stamped as **CONFIDENTIAL**, in bold font of at least 12-point type, in the upper right-hand corner of the page.

VI. SELECTION PROCESS

Submittals received by the deadline will be reviewed by a selection panel comprised of City staff who have relevant knowledge and experience. The panel will score the proposals based on the criteria outlined in section IV above.

All submittals will be evaluated by City staff, and recommendations will be made for firms to move to the interview process. The Selection Committee (comprised of City staff and/or council) will then choose up to three (3) firms per sub-area for the on-call list. Placement on the list of qualified on-call consultants is not a guarantee of work and does not constitute a commitment by the City to enter into a contract with the consultant. As appropriate, the City may conduct an additional competitive process (e.g., solicit bids or issue Requests for Proposals) prior to awarding contracts.

The City of Anderson reserves the right to negotiate and contract with any consultant deemed suitable to provide the services or may select multiple firms to perform the requested services.

Firms who are aggrieved in connection with the solicitation or award of this request may protest in accordance with the Procurement Regulations of the City of Anderson, SC.

VII. ADDITIONAL TERMS AND CONDITIONS

This solicitation is subject to the provisions of the Procurement Regulations of the City of Anderson, South Carolina, and any revisions thereto. A copy of the Procurement Regulations can be obtained via email request at RMullinax@cityofandersonsc.com.

This solicitation and any resulting contract shall be governed in all respects by the laws of the State of South Carolina. The successful firm(s) shall comply with applicable federal, state, and local laws and regulations. By response to this request, the firm certifies it is currently and will remain in compliance with the Federal Civil Rights Act of 1964, as amended; the Federal Immigration Reform and Control Act of 1986; and the Americans with Disabilities Act.

Upon award, copies of the qualification statement packages will be made available for public inspection, under the supervision of City staff from 8:30 AM to 4:00 PM EST, Monday through Friday excluding Holidays, at 401 South Main Street, Anderson, South Carolina 29624; by appointment only.

By submitting a qualification statement package, firms assert that they are not currently debarred from bidding on contracts by any agency of the State of South Carolina.

The selected firms, at their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates, and licenses including, but not limited to, a City Business License which will be required in connection with the performance of on-call consulting services.

The selected firms shall procure and maintain during the life of the contract, insurance coverage for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the firm's obligations, with a carrier authorized to conduct business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with the respect to limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf shall be furnished to the City by the selected firms.

A. Commercial General Liability: The firm shall maintain insurance for protection against all claims arising from injury to person or persons and against all claims resulting from damage to any property due to any act or omission of the firm, its agents, or employees in the operation of the work or the execution of this contract.

Each Occurrence	\$1,000,000
Damage to rented premises	\$100,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

B. Comprehensive Automobile Liability: The firm(s) shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Combined Single Limit	\$1,000,000
Split Limits	
Bodily Injury per person	\$500,000
Bodily Injury per occurrence	\$1,000,000
Property Damage	\$500,000

C. Worker's Compensation: The firm(s) shall maintain Worker's Compensation Insurance for all employees who are in any way connected with the performance of work under this agreement. Such insurance shall comply with all applicable State laws.

Worker's Compensation - Statutory Limits

D. Employers Liability: This is part of Workman's Compensation coverage.

Each Accident	\$1,000,000
Disease each employee	\$1,000,000
Disease policy limit	\$1,000,000

E. Professional Liability Insurance: If providing a professional service, the firm(s) shall maintain Professional Liability Insurance to cover errors, acts of omission by the firm, its agents, and representatives in the performance of obligation s.

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000

Firm(s) must provide the City with an acceptable Certificate of Insurance showing proof of insurance. Certificates that release the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. Firm(s) and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers licensed to operate in the State of South Carolina by the South Carolina Department of Insurance unless otherwise accepted by the City. Insurance should be placed with insurers possessing a current A.M. Best 's rating of not less than A:VIII.

Worker 's Compensation policies are to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

For Automobile and General Liability insurance, the successful firm shall name the City, its officers, officials, employees, and agents as Additional Insured with respect to liability arising from the performance of work contained in this proposal.

All insurance policy requirements shall contain a provision that coverage afforded under the policies will not be cancelled unless and until a thirty (30) day prior written notice has been provided by the City.

Should the firm cease to have insurance as required, all work of firm pursuant to this agreement shall likewise stop until insurance acceptable to the City is secured.

The firm(s) must agree to be fully and solely responsible for any costs or expenses as a result of coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

The firm(s) shall agree to cause each sub-consultant employed by firm to purchase and maintain insurance of the type specified herein, unless the firm's insurance provided coverage on behalf of the subcontractor. Evidence of sub-consultant's insurance shall be made available to the City upon request.

The select firm(s) shall be legally considered an independent consultant and neither the firm nor its employees shall, under any circumstances, be considered employees of the City; and the City shall at no time be legally responsible for any negligence or other wrongdoing by the firm(s) or its employees. The City shall not withhold from the contract payment to the consultant any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to consultant. Further, the City shall not provide to the firm(s) any insurance coverage or other benefits, including Worker's Compensation.

The selected firms hereby agree to retain all books, records, and other documents relative to this engagement for five (5) years after final payment for services. The City of Anderson, its authorized agents, and agents of the State and Federal government shall have full access to documents and the right to examine any materials during the said period.

Firm(s) submitting qualification statement packages to the City of Anderson must review the City's policy related to fraudulent activities and acknowledge their responsibilities for protection against acts of fraud in the conduct of business.

The City of Anderson reserves the right to seek clarification of information, request information deemed missing from the qualification statement packages, or request additional information as may be deemed necessary or desirable.

In submitting qualification statement packages, the firm covenants that he/she has satisfied him/herself of the conditions to be met in this solicitation, that he/she is fully aware of obligations contained herein, and that he/she will not make any claim for or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

By signing this qualification statement package, the firm(s) agrees that the City of Anderson shall be bound only to the extent funds are available and appropriated by the duly elected body of City of Anderson for the purpose of any resultant contract.

Failure to include all service costs, including any applicable South Carolina State sales tax will result in the disqualification of the firm(s).

The City of Anderson Council reserves the right to accept or reject any or all RFQ's, parts thereof, and to waive any technicality when the best interest of the City shall be served.