



Request for Qualifications

Project Title: Project Gateway WWTP Engineering

Issue Date: November 28, 2023

Due Date: January 4, 2024 by 2 p.m.

Issuing Department: *Board of Public Works*

Direct all inquiries concerning this RFQ to:

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Project Gateway

Cherokee County, located in upstate South Carolina, is home to two sewer districts: the largest, Board of Public Works of Cherokee County (BPW), and the Town of Blacksburg. BPW has two wastewater treatment plants: Clary Wastewater Treatment Plant and Broad River Wastewater Treatment Plant. The Town of Blacksburg has one lagoon-style wastewater treatment plant to serve primarily residential areas of Blacksburg.

In recent years, the Interstate 85 (I-85) corridor between Greenville/Spartanburg, South Carolina, and Charlotte, North Carolina continues to experience exponential growth; Greenville County is actually one of the top three fastest-growing cities in South Carolina, and Charlotte recently passed San Francisco to become the 15th biggest city in the country. Naturally, the primary transportation artery (I-85) that connects these two high-growth regions is also experiencing growth in many forms (residential, industrial, commercial, etc.).

At present, there is no major sewer service along I-85 between exit numbers 100 and 106 in South Carolina, a fact that is severely limiting the area's ability to grow alongside the region. We have found a solution to this problem, a major infrastructure upgrade that we have titled "Project Gateway." This project would position the communities of Gaffney and Blacksburg, which sit along the section of I-85 lacking sewer service, for future growth and opportunity.

Gaffney's Board of Public Works has been awarded Rural Infrastructure Authority (RIA) SCIIP funds to resolve the need and intends to install both collection system improvements and WWTP improvements.

Due to the size and complexity of this project, the project scope has been phased into two major components: Phase 1: Collection System Work (I-85 Sewer Extension) and Phase 2: WWTP Work (WWTP & Providence Creek Lift Station Improvements).

The Collection System Work was further broke down in to three construction contracts; I-85 Sewer Extension Contract 1A, I-85 Sewer Extension Contract 1B, and I-85 Sewer Extension Contract 1C. This work has been designed, permitted and is currently out for bid..

The intention of this RFQ is to hire a qualified engineering firm for Phase 2, WWTP Improvements design, and construction management services. Engineering services costs will be expensed through the SCIIP grant awarded from RIA.

BPW intends to negotiate one contract with the highest qualified bidder for services based on the evaluation criteria of this RFQ and qualifications of prospective firms to perform the services at fair and reasonable prices.

During the preliminary engineering phase we identified several hydraulic bottlenecks at the WWTP. To correct these issues, the proposed Broad River WWTP upgrades include

expanded sludge handling, new electrical, piping and pump station improvements, and variable speed pumps and controls at the existing Providence Creek Lift Station. These improvements will solidify our ability to reliably treat the new incoming flows from Project Gateway.

Federal Terms and Conditions

Termination for Cause and Convenience:

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

- i. By the BPW, if a contractor fails to comply with the terms and conditions of the SCIIP award;
- ii. By the BPW, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- iii. By the BPW 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 BPW upon written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the proportion to be terminated. However, if the BPW 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 BPW may terminate the contract in its entirety; or
- v. By the BPW pursuant to termination provisions included in the SCIIP award.

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.

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.

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."

Contract Work Hours and Safety Standards

The Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Davis-Bacon and Related Acts

- i. The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 31463148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week.
- ii. The Contractor must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides

that each Contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

All federal dollars shall be expended by **June 1, 2026**.

RFQ Timeline

Submittal packets of qualifications are requested by **January 4, 2024 at 2 p.m.** BPW reserves the right to modify or adjust this delivery schedule to meet the needs of the project. If required, BPW will conduct interviews with the three highest bidders on **January 9, 2024** at the BPW Operations Center.

Questions

All questions regarding this proposal must be submitted via email by 5 p.m. on **December 21, 2023** to sbratton@gbpw.com The subject line of the email should be formatted as “Project Gateway WWTP RFQ Questions - *Your Company Name*”.

Submittal Requirements

Proposals must follow the format as defined in the *Qualifications* section below and be addressed and submitted as follows:

Proposals must be submitted as a PDF via email with the subject line of the email containing the project name and your company name, formatted as “Project Gateway WWTP Engineering RFQ - Your Company Name”.

Proposals received after the RFQ deadline above will not be considered.

Any requirements in the RFQ that cannot be met must be indicated in the proposal. Proposers must respond to the entire Request for Qualifications (RFQ). Any incomplete proposal may be eliminated from consideration at the discretion of the BPW.

Communications

All communications of any nature regarding this RFQ with any BPW staff, elected BPW officials, or evaluation committee members are strictly forbidden from the time the solicitation is publicly posted until the time the project is awarded. Questions must be submitted in writing to the individual designated prior to the deadline.

Violation of this provision may result in the firm’s proposal being removed from consideration.

Qualifications

Qualifications Packet Required Documents

Responses must follow the format outlined below. At its sole discretion, BPW may reject as non-responsive any submittal that does not provide complete and/or adequate responses, or departs in any substantial way from the required format.

Statement of qualifications packages shall not exceed 20 pages. A single page printed on both sides will be counted as two pages. A one-page cover letter will not count towards the page limit.

All pages in the qualifications package must be 8.5" x 11". Font text shall be no smaller than 10-point font. No additional correspondence should be submitted.

Qualifications Packet Required Document Format

Responses should be divided into four sections:

1. Cover Letter

Provide an introduction letter summarizing the unique qualifications of your firm to meet the needs of this service requirement. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the BPW on behalf of the firm.

Additionally, include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation.

2. Corporate Background and Experience

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of similar projects performed in the past 5 years, accompanied by at least 3 references (contact persons, firm, telephone number and email address). Include the preliminary engineering cost estimate, total construction cost, engineering fees for each listed project, the length of the project schedule, and list of those involved in the project who would also be involved in Project Gateway. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

3. Project Understanding, Approach, and Schedule

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFQ. A description of each task and deliverable and the schedule for accomplishing each shall be included.

4. Firm/Team Experience and Certifications/Qualifications

This section must include a proposed organizational chart of the people assigned to the project, their roles, and the amount of time to be dedicated to the project., as well as experience qualifications and summary for key people assigned to the project.

Scope of Services

The scope of services for the engineering services outlined above will include the following:

1. Design of the Broad River Waste Water Treatment Plant Improvements, based on the preliminary engineering report produced by Black & Veatch Engineering in June 2022. A copy of the preliminary engineering report and most recent collection system design drawings can be found on our website at <https://www.gbpw.com/project-gateway-resources>
2. Bid services for the WWTP Improvements.
3. Construction management services for WWTP Improvements. Construction schedule is tentatively scheduled for September 2024 through March 2026. At minimum, firms should anticipate 1 full-time inspector available for the entire construction schedule.
4. Project Closeout Services
Record drawings for the WWTP Improvements, as well as all necessary permit requirements to operate and close out of the construction phases.

Proposal Evaluation

Evaluation Criteria

BPW intends to select the firm or team that demonstrates competence and qualifications to perform the services at fair and reasonable prices.

Criteria:	Weight:	Score: (0-10)	Total:
Firm's WWTP design capability & staff availability	10%		
Firm's ability to design to a target budget that meets the needs outlined in the preliminary engineering report	30%		
Firm's ability to meet the project schedule	30%		
Firm's experience with construction management services on projects of similar size (\$10,000,000)	10%		
Firm's resident inspector proximity to project	20%		
		Total:	

Selection Committee

BPW selection committee is made up of at least 3 staff members with knowledge of the project and qualifications to select engineering firms based on the criteria set in this RFQ.

BPW shall not be bound or in any way obligated until both parties have executed a contract. The BPW also reserves the right to delay the award of a contract or to not award a contract.