



L. Other Federal Compliance Requirements

1. Grantees are responsible for complying with the Government wide Requirements for Drug-Free Workplace set forth in [31 CFR Part 20](#).
2. Grantees are prohibited from using grant funds for the purpose of lobbying the members of the United States Congress or Senate or the South Carolina General Assembly or any federal or State agency, including the restrictions on lobbying set forth in [31 CFR Part 21](#).

M. Terms and Conditions for Federal Contracts

RIA is accountable to Treasury for oversight of Grantees, including ensuring their subrecipients as well as subcontractors or contractors comply with the following applicable contract provisions required by [2 CFR 200 Appendix II](#). Grantees should include these provisions, when applicable as outlined below, in all contracts or subawards related to the SCIIP-funded grant project. In the event of a conflict between these Federal Provisions, the body of the contract, or any attachments or exhibits incorporated into and made a part of the contract, the Federal Provisions shall control.

1. Termination for Cause and Convenience

The following provision is required for all SCIIP-funded contracts:

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

If the contract is in excess of \$150,000, the following provision is required for the SCIIP-funded contract:

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

Per the definition of "federally assisted construction contract" as defined by 41 CFR Part 60 – 1.3, the following provisions are required for all SCIIP-funded contracts:

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 following provision is required for all SCIIP-funded contracts:

- 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."



5. Contract Work Hours and Safety Standards Act

If the contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the following provision is required for the SCIIP-funded contract:

- i. 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.

6. Davis-Bacon and Related Acts

For projects using over \$10 million of SLFRF funds (SCIIP and/or local ARPA funds) or those that are funded in any part with federal, non-SLFRF funds where the Davis-Bacon Act and other labor standards are required, then the whole construction project is subject to those requirements, and the following provision is required for the SCIIP-funded contract:

- i. The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) 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.

This document provides guidance on using a Request for Proposals (RFP) process for procuring non-engineering/architectural professional services contracts that will be funded in whole or in part by South Carolina Infrastructure Investment Program (SCIIP) or state matching grant funds from the South Carolina Rural Infrastructure Authority (RIA). Engineering or architectural services should be procured using a Request for Qualifications (RFQ).

If other funding sources for the contract(s) to be procured have specific procurement requirements, the most stringent requirements should be used. If the cost of the contract is conservatively estimated to be less than \$250,000 to fully complete the project, contact the RIA grant manager about the possibility of using an Informal Procurement Method (see SCIIP Project Management Procedures). This guidance should be used in conjunction with any local laws, regulations or policies that govern the procurement of engineering services using an RFP process. The most stringent applicable requirements should be used. If you have questions about this guidance, please contact the RIA grant manager.

An RFP process to procure professional services is consistent with 2 CFR 200.320. This document expands on the requirements outlined in the SCIIP Project Management Procedures.

Two-Step Procurement Option

If desired, an RFQ may be issued prior to the RFP. Grantees should follow the requirements outlined in the SCIIP Project Management Procedures for this RFQ. The procedures outlined in the Procurement Guidance for Engineering Services may also be used as guidelines. After the qualifications-based ranking, the top-ranked firms may be invited to submit proposals following the procedures below, with modifications to Step III, Advertising.

I. RFP Selection Plan

1. Designate an RFP review team to develop an RFP Selection Plan which will be used to request and evaluate the responses from prospective offerors. The Selection Plan is an internal document and should not be shared with prospective offerors. The Selection Plan should include the following:
 - a. A list of the members of the RFP review team along with each member's qualification and an explanation of their role in this process. The review team should include at least three members and have an odd number of members. Members should be qualified to prepare the RFP Document (described below) and to review the proposals submitted.
 - b. A list of evaluation factors, along with a detailed explanation/description of each evaluation factor, and the numeric "weighting" or relative importance of each factor used in evaluating

each offeror. **Price must be one of the evaluation factors in an RFP**, but it does not have to be the most important factor. Typical evaluation factors include:

- Price (required)
- Qualifications of firm and proposed project team
- Experience with similar projects by firm and proposed project team
- Past performance/reference checks
- Project approach
- Proposed schedule
- Current/future workload
- Past work with Grantee

c. The evaluation standards defining the minimum acceptable requirements for each evaluation factor. The evaluation standards serve as a measurement guide for the RFP review team to determine whether or not an offeror meets the minimum requirements.

2. Develop an RFP file to document the RFP process.

3. Develop an RFP Document for prospective offerors (see additional details in section II, RFP Document).

II. RFP Document

RIA has developed a sample RFP document that Grantees may use, which can be found at <https://ria.sc.gov/resources/forms-documents/>. At a minimum, the RFP document should:

1. Contain a detailed scope of work, a description of all professional services and deliverables required for the project, the anticipated project implementation schedule, the RFP submission deadline, and how interested firms can apply for consideration and obtain additional information or ask questions.
2. Include the applicable Terms and Conditions for Federal Contracts from the SCIIP Project Management Procedures that must be incorporated in the contract for the selected offeror.
3. List all evaluation factors, along with an explanation/description of each evaluation factor, and their relative importance.
4. Advise prospective offerors on how to organize their proposals and list any items that should be included such as, information about the firm, resumes of key personnel that will work on the project, examples of similar work, references, and other information relevant to the RFP evaluation factors.

If required by the special conditions on the SCIIP grant, the draft RFP should be submitted to RIA for review prior to advertisement.

III. Advertising

**Note: if an RFQ is issued prior to the RFP, only the top-ranked firms based on qualifications are invited to submit proposals and the RFP is not advertised publicly. If no RFQ is used, follow the procedures below.*

Projects must be advertised for a minimum of 15 days; however, a 30-day advertisement period is recommended in order to provide sufficient time to obtain an adequate number of responses. The advertisement should include:

1. A complete statement of the work to be performed.
2. A statement explaining how and where to obtain the RFP Document, a complete SCIIP application, and other relevant documents such as PERs, past studies, etc.
3. The advertisement should clearly state that the offeror shall submit proposals addressing the requirements in the RFP Document.
4. The deadline and place for their submittal and a contact (name, phone number, email address) for additional information or questions.
5. At a minimum, RIA expects the RFP to be advertised in the South Carolina Business Opportunities (SCBO) and for the Grantee to directly solicit to at least three qualified firms. Also, the Grantee should take appropriate affirmative actions to solicit Disadvantage Business Enterprises (see SCIIP Project Management Procedures). The following South Carolina state agencies maintain lists that may be useful in identifying Disadvantaged Business Enterprises that may be qualified:
 - a. South Carolina Department of Transportation: <http://dbwappsp.scdot.org/dbesearch/>
 - b. South Carolina Division of Small and Minority Business Contracting and Certification: <https://smbcc.sc.gov/directory.html>
6. If desired, the Grantee may hold a pre-submittal conference to allow prospective offerors to ask questions. This should be detailed in the RFP document and attendance should be optional. Any information shared at the conference should be posted online as an addendum to the RFP.

IV. Evaluation of Proposals

The RFP review team should ensure compliance with the following during the evaluation process:

1. The proposals submitted in response to the RFP must be evaluated using only the evaluation factors standards outlined in the RFP Selection Plan and RFP Document. No other factors or criteria should be used in the evaluation and there should be strict adherence to any weighting specified for each factor.
2. The Grantee must comply with the Freedom of Information Act; however, review team members must not disclose confidential information derived from proposals and negotiations submitted by competing Offerors during the selection process.
3. SCIP funds may not go to individuals or entities that are prohibited from doing business with the federal government. The debarment status of offerors should be checked on the System for Award Management (SAM) website at <https://www.sam.gov>.
4. All responsive offerors should be ranked in writing from most advantageous to least advantageous based on the evaluation factors. If two or more firms have the same rank, the Grantee should give preference to the DBE firm, if applicable.
5. If noted in the RFP document, the review team may decide to conduct interviews to determine the most advantageous firm for their project. Interviews may be useful prior to the final selection to ensure that the engineering firm understands the project, allow the firm to discuss its project approach and relevant qualifications, and give the review team the opportunity to ask questions. The following procedures should be followed if interviews are to be conducted:
 - a. Based on the ranking of offerors, the review team can develop a short list of the top firms to interview. If possible, the short list should consist of at least three firms.
 - b. Ten business days before the interview date, the review team should send written notice of the date and location for interviews to the short-listed firms.
 - c. All interviews should occur on the same day.
 - d. If the RFP team will be interviewing the firms in various locations, the team should make sure that each location is similarly equipped and furnished.
 - e. Each voting member of the RFP team must be present for each interview. Typically, only members of the RFP team may be present during interviews, but the Grantee's procurement official may be present to observe the interview process.
 - f. Based on the proposals, interview responses and evaluation factors, the Grantee should re-rank the firms from most to least advantageous using the same evaluation factors identified in the RFP.

6. The RFP review team's written evaluation and selection documentation should be retained in the RFP file. Exhibit A contains forms that may be used to document rankings.

V. Selection

Once firms are ranked from most to least advantageous, either with or without interviews:

1. The Grantee should notify offerors, in writing, of their qualification status. Written notice should be given to the name and address on the proposal and/or sent by email to the name and email address on the proposal.
2. The RFP file should include, at a minimum, the following:
 - a. A copy of the RFP Selection Plan.
 - b. Copy of the advertisement.
 - c. Brief description of solicitation process including firms contacted and efforts to get DBE participation.
 - d. A copy of the RFP Document and any associated documents and addenda.
 - e. A copy of all proposals received including any modifications.
 - f. Written ranking of all offerors from most advantageous to least advantageous.
 - g. Written justification for rejecting an offeror, if applicable.
 - h. Any other documentation related to this RFP process.

VI. Negotiating Professional Services Contract

1. The Grantee must negotiate with the firm with the highest ranking.
2. If the Grantee is unable to negotiate a contract with the highest ranked firm, the Grantee must provide the highest ranked firm with written notice of the termination of negotiations.
3. At that point, the Grantee can negotiate a contract with the second ranked firm. If the Grantee is unable to negotiate a contract with this firm as well, the Grantee may continue the process in the same manner until the Grantee is able to negotiate a contract.
4. At no time, however, should negotiations include more than one firm.

5. Successful contract negotiations require an exchange of information including the project scope, technical information, expected deliverables, reporting requirements, administrative requirements, project milestones/deadlines and budgetary goals.
6. The Grantee should obtain a description of the services and schedule the firm proposes to provide and determine if the proposed scope of services is adequate or excessive.
7. After exchanging information, the Grantee is in a position to negotiate what would be a fair and reasonable fee for the firm's services. The negotiation should consider any additional services that may be needed and reimbursable expenses.
8. The negotiations also should include a draft contract for services provided by the selected firm. The contract should include a cost breakdown for key project tasks, a schedule with key project milestones/deadlines, and the proposed terms and conditions. The contract must include the applicable Terms and Conditions for Federal Contracts from the SCIIP Project Management Procedures, which were also included in the RFP Document.

VII. RIA Review and Final Contract for Professional Services

Following the successful negotiation of the contract and **prior to executing the contract**, the Grantee should submit the procurement documents and draft contract to the RIA grant manager for review. The RIA form titled "Professional Services Contract Submission Checklist" includes all required documents. Once the Grantee is notified by RIA of successful review of the documents, the Grantee and firm can execute the final contract.

VIII. Record Retention

All documents related to the selection process as well as the executed contract shall be retained in accordance with the "Maintenance and Access to Records" section of the SCIIP Project Management Procedures.



Exhibit A: Evaluation Forms

The following forms may be used by the selection committee to document individual and committee rankings of respondents:

1. Individual Review Sheet
2. Committee Summary Sheet

PROFESSIONAL SERVICES EVALUATION – INDIVIDUAL REVIEW SHEET

(To be used by each committee member to evaluate an RFP/RFQ)

OWNER: _____
(NAME)

PROJECT: _____
(NUMBER) (NAME)

EVALUATION CRITERIA (Fill in from RFQ/RFP)	MAXIMUM POINTS	SCORES FOR EACH FIRM					
		A	B	C	D	E	F
a)							
b)							
c)							
d)							
e)							
f)							
g)							
h)							
i)							
TOTAL (Use to calculate average scores for committee summary sheet)							
RANKING OF FIRMS (1,2,3,...)							
NOTES:		FIRM NAMES:					
		A -					
		B -					
		C -					
		D -					
		E -					
		F -					

 REVIEWER (PRINT OR TYPE NAME) (DATE)

 (SIGNATURE)

PROFESSIONAL SERVICES EVALUATION – COMMITTEE SUMMARY
 (To summarize the results of the Review Committee’s Selection for RFP or RFQ)

OWNER: _____ (NAME)

PROJECT: _____ (NUMBER) _____ (NAME)

EVALUATION CRITERIA (Fill in from RFQ/RFP)	MAXIMUM POINTS	AVERAGE SCORES FOR EACH FIRM (Calculate from individual review sheets)					
		A	B	C	D	E	F
a)							
b)							
c)							
d)							
e)							
f)							
g)							
h)							
i)							
TOTAL							
RANKING OF FIRMS (1,2,3,...)							
NOTES: 	FIRM NAMES:						
	A - _____						
	B - _____						
	C - _____						
	D - _____						
	E - _____						
	F - _____						

 REVIEW PANEL CHAIR (PRINT OR TYPE NAME) (DATE)

 (SIGNATURE)