



**Capital Projects & Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.539.1968**

**RFQ: CC-18
ENGINEERING SERVICES FOR WATER & SEWER INFRASTRUCTURE
DESIGN AT THE LOWCOUNTRY REGIONAL AIRPORT & COLLETON
COUNTY VENTURE PARK**

DUE: Wednesday, April 1, 2015 at 11:00am

MAIL RFQ RESPONSE TO:

Capital Projects & Purchasing Department
Attn: Kaye B Syfrett
113 Mable T. Willis Blvd.
Walterboro, SC 29488

HAND DELIVER RFQ RESPONSE TO:

Capital Projects & Purchasing Department
Attn: Kaye B Syfrett
113 Mable T. Willis Blvd.
Walterboro, SC 29488

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A. OVERVIEW

Colleton County, South Carolina (the "**County**") is seeking qualified firms to provide engineering services for the design of water and sewer infrastructure for projects located within the Lowcountry Regional Airport and Colleton County Venture Park. The firm hired will be responsible for various project-related services in order to provide complete design/engineering plans, specifications, and cost estimates.

B. MINIMUM QUALIFICATIONS

Firms who provide responses to the RFQ must meet the following requirements, otherwise their response will not be considered by the County:

- a) Current registration as a Professional Engineering Firm in South Carolina
- b) Demonstrated expertise and experience in the areas written in the Scope of Work.

C. SCOPE OF WORK

Professional design services for water and sewer infrastructure at the Lowcountry Regional Airport and Colleton County Venture Park. Services to include assistance in all facets of project development from preliminary design, final design, permitting, bidding and award, construction administration/observation and materials testing. Typical infrastructure design includes but is not limited to: water line design, booster pump design, gravity sewer design, pump station and force main design, etc.

Consultant to assist in the preparation and administration of applicable grant opportunities to included but not limited to funding sources such as Federal Aviation Administration (FAA), Economic Development Administration (EDA), Rural Infrastructure Program (RIA) and Community Development Block Grant (CDBG).

Should specialty engineering services be needed, the County may request additional services be added and administered through this contract. These services will be requested on an as-needed basis at a later date and provisions for these services need not be included in this RFQ. Specialty services may include but are not limited to surveying, wetland consultant, geotechnical, and additional construction inspection.

It is the intent of the County to award contract to a single Offerer. Following the award, a specific project scope and scope of services will be defined for both the Lowcountry Regional Airport project and the Venture Park project. The projects will be independent of each other and all project accounting and documentation will be tracked separately.

D. REQUIREMENTS OF RESPONSE TO RFQ:

The Firm's response to the RFQ shall include and will be limited to the following:

1. COVER LETTER (not to exceed one page)

2. INTRODUCTION TO THE FIRM – The Firm should provide a brief overview of the history of the Firm and specific accomplishments and successes that the Firm wishes for the county to be aware of. This introduction should include a description of the years in business and financial oversight.
3. SPECIFIC QUALIFICATIONS- Project experience directly applicable to the water and sewer design projects. A list of previous projects shall be attached that include:
 - a. A brief description of the project work completed (including photos if available)
 - b. Project location
 - c. Client, client reference and contact information

E. INSTRUCTIONS TO FIRMS

1. Submittal must include one (1) original RFQ response clearly marked as original, and three (3) complete copies of the RFQ response along with a completed W-9 form. Responses must be in a sealed envelope/package containing the solicitation name and number. The individual signing the response must be an Agent legally authorized to bind the company.
2. Show solicitation number on the outside of mailing package. Colleton County assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the firms sole responsibility to insure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. The firm must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Colleton County reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the County or its agents for its determination in this regard.
5. RESPONSE FORM: All responses shall be printed in ink or typewritten. If required, additional pages may be attached. RFQ written in pencil will be disqualified.
6. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. The RFQ must be submitted in a sealed package marked on the outside with the Firm's name, address, and the solicitation name and number.
7. This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of RFQ submitted, or to procure or contract for the services. Colleton County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of Colleton County to do so.
8. Questions regarding this solicitation must be emailed to Jared Fralix, County Engineer at jfralix@colletoncounty.org no later than 12:00PM on Wednesday, March 25, 2015. Answers to all questions will be posted on the Colleton County website as addendums to this RFQ.

A “No Response” qualifies as a response; however, it is the responsibility of the Firm to notify the Procurement Office if you receive solicitations that do not apply.

F. SELECTION CRITERIA

1. The selection committee will use the following criteria to evaluate and select the successful firm. The County reserves the right to reject any or all RFQ’s, and to award a contract that is most advantageous, and in the best interest of the County.
 - a. **Overall Experience** of the Firm to provide the services requested.
 - b. **Project Team & Approach** – Project experience of team members and readiness to proceed.
 - c. **Familiarity of Potential Funding Opportunities** - Knowledge and experience with various funding sources for the construction of public water and sewer infrastructure.
 - d. **Related Project Experience** – Experience and successful completion of other water and sewer line projects of similar scope and complexity. Previous work experience with the City of Walterboro water and sewer departments. Previous work experience on infrastructure design for industrial parks.
 - e. **Knowledge of Local Water & Sewer Systems** – Knowledge of the City of Walterboro’s water and sewer systems and capacities.
2. An appointed selection committee will perform the evaluations. Each submittal will be analyzed to determine overall responsiveness and qualifications under the RFQ. The selection committee may select all, some or none of the Respondents for interviews. The selection committee may also request additional information from Respondents at any time prior to final approval of a selected Respondent.
3. Upon a successful negotiation of fees and contract terms subject to final approval by Colleton County Council a contract will be executed for the requested services.

G. SPECIFIC TERMS AND CONDITIONS

1. **COMPETITION:** This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Colleton County Purchasing Department in writing no later than five (5) business days prior to the scheduled due date and time.
2. **RESPONDANTS QUALIFICATION:** Colleton County reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The county further reserves the right to make the final determination as to the Firm’s ability to provide said services.
3. **RESPONSE WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Colleton County Purchasing Director.

4. REJECTION: Colleton County reserves the right to reject any and all RFQ's, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.
5. WAIVER: Colleton County reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
6. RESPONSE PERIOD: All responses shall be good for a minimum period of 60 calendar days.
7. DEVIATIONS FROM SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful offeror will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
8. AMENDMENTS: All amendments to and interpretations of this solicitation shall be in writing and issued by the Purchasing Department of Colleton County.
9. DEBARMENT: By submitting a qualification package, the vendor is certifying that they are not currently debarred from responding to any request for qualifications by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting qualifications on contracts by any agency or subdivision of the State of South Carolina.
10. DEFAULT: In case of default by the Offeror, Colleton County reserves the right to purchase any or all items in default in the open market, charging the Offeror with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Offeror will be considered in future RFQ's until the assessed charge has been satisfied.
11. HOLD HARMLESS: All respondents to this RFQ shall indemnify and hold harmless Colleton County Government and any of their officers and employees from all suits and claims alleged to be a result of this RFQ. The issuance of this RFQ constitutes only an invitation to present a proposal. Colleton County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFQ. Colleton County also reserve the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
12. CANCELLATION: In the event that this request for qualifications is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred in connection with this request for qualifications or otherwise.
13. COLLETON COUNTY PURCHASING ORDINANCE: The Request for Qualifications is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this request for qualifications in their entirety except as amended or superseded within. This ordinance can be found at https://www.municode.com/library/sc/colleton_county/codes/code_of_ordinances under Title 3 - Revenue and Finance.

14. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request for qualifications shall be just cause for the rejection of the qualification package. However, Colleton County reserve the right to decide, on a case by case basis, in its sole discretion, whether or not to reject the RFQ as non-responsive.

15. CONTRACT AWARD:

a. This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Offeror and Colleton County

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. Colleton County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.

16. CONTRACT ADMINISTRATION: Questions or problems arising after award of an agreement shall be directed to the Purchasing Director by calling (843) 539-1968. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Purchasing Department, 113 Mable T. Willis Blvd., Walterboro, SC 29488.

H. GENERAL CONTRACTUAL REQUIREMENTS

1. ABANDONMENT OR DELAY: If the work to be done under this contract shall be abandoned or delayed by the Offeror, or if at any time the County shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Offeror, the county may annul the contract or any part thereof if the Offeror fails to resolve the matter within thirty (30) days of written notice.
2. OFFEROR'S COOPERATION: The Offeror shall maintain regular communications with Colleton County and shall actively cooperate in all matters pertaining to this contract.
3. RESPONSIBILITY: The Offeror shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.
4. NON-APPROPRIATION / SUBSTITUTION PERMITTED: If Colleton County fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to Colleton County. Following any such non-appropriation, the master lease agreement shall contain no limitation on Colleton County ability to replace the equipment financed with any other equipment.
5. INDEMNIFICATION: Except for expenses or liabilities arising from the negligence of Colleton County, the Offeror hereby expressly agrees to indemnify and hold Colleton County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

Offeror expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Offeror, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by Colleton County and its employees or by any member of the public, to indemnify and save Colleton County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by Colleton County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Offeror's employees and any person, directly or indirectly employed by Offeror (including without limitation any employee of any subcontractor), Colleton County employees, the employees of any other independent contractor, or occurring to any member of the public. When Colleton County submits notice, Offeror shall promptly defend any aforementioned action.

6. The prescribed limits of insurance set forth herein shall not limit the extent of the Offeror's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally Colleton County will not provide indemnity to the successful Offeror. Failure to comply with this section may result in your RFQ to be deemed non-responsive.
7. **FORCE MAJEURE:** The Offeror shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Offeror. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the Offeror and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
8. **ARBITRATION:** Under no circumstances and with no exception will Colleton County act as arbitrator between the Offeror and any sub-contractor.
9. **PUBLICITY RELEASES:** Offeror agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by Colleton County. The Offeror shall not have the right to include Colleton County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the Colleton County, type and duration of any resulting agreement may be used and then only with prior approval of Colleton County. The Offeror also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Purchasing Manager.
10. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.

11. **ASSIGNMENT:** The Offeror shall not assign in whole or in part any agreement resulting from this RFQ without the prior written consent of Colleton County. The Offeror shall not assign any money due or to become due to him under said agreement without the prior written consent of Colleton County.
12. **AFFIRMATIVE ACTION:** The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
13. **FAILURE TO DELIVER GOODS IN ACCORDANCE WITH TERMS & CONDITIONS:** In case of failure to deliver goods in accordance with the contract terms and conditions, Colleton County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.

14. **TERMINATION OF CONTRACT**

Subject to the Provisions below, the contract may be terminated by Colleton County providing a thirty (30) days advance notice in writing is given to the offeror.

- a. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of Colleton County without the required thirty (30) days advance written notice, then Colleton County shall negotiate reasonable termination costs, if applicable.
- b. **Termination for Cause:** Termination by Colleton County for cause, default or negligence on the part of the offeror shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for proposals shall apply.
- c. Colleton County shall be obligated to reimburse the Offeror only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time, not forthcoming, through the failure of Colleton County to appropriate funds, discontinuance or material alteration of the program under which funds were provided, Colleton County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by Colleton County and the Offeror, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.

15. **GOVERNING LAWS:** Any contract resulting from this RFQ shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.
16. **BONDS:** Payment and Performance Bonds are not required for this RFQ.
17. **OWNERSHIP OF MATERIAL:** Ownership of all data, material, and documentation originated and prepared for Colleton County pursuant to this contract shall belong exclusively to Colleton County.

18. INSURANCE: Colleton County will require the following remain in force at all times through the life of the contract:

Professional Liability Insurance – Minimum \$1,000,000.00 - Proof of in force insurance must be provided in the response to the RFQ

Other insurances:

Workers' Compensation - \$100,000 – each accident

Statutory Coverage and Employer's - \$100,000 each employee

Liability - \$500,000 – policy limit

Comprehensive General Liability - \$1,000,000 – bodily injury each occurrence

\$1,000,000 – bodily injury aggregate

\$1,000,000 – property damage each occurrence

\$1,000,000 – property damage aggregate

Products – Completed Operations - \$1,000,000 – aggregate

Business Auto Liability – Same as Comprehensive General Liability

Excess or Umbrella Liability - \$1,000,000

Colleton County will be named as an “additional insured” party

I. OFFEROR'S CERTIFICATION

Company Name

Authorized Signatory (As registered with the IRS)

Address

E-Mail Address

City, State, Zip

Fax Number

Telephone Number

Toll Free Number

Federal Tax ID Number

Sales Tax Number

Certification Questions

NOTE: Offeror will be immediately disqualified if the answer to any of the questions 1 through 4 is "No."

1. Offeror possesses a valid and current South Carolina Offeror's license for the project or projects for which it intends to submit a proposal.

Circle one: Yes No

2. Offeror has an insurance policy (ices) with the prescribed limit(s) as specified in this document.

Circle one: Yes No

3. Prior to commencing work hereunder, Offeror, at his expense, shall furnish insurance certificate showing the certificate holder as Colleton County Purchasing Department, 113 Mable T. Willis Blvd., Walterboro, SC 29488, Attention: Purchasing Manager and with a special notation naming Colleton County as an Additional Insured on the liability coverage's as specified in this document. Do you consent to this requirement?

Circle one: Yes No

4. Offeror has current workers' compensation insurance policy if and as required by the Workers Compensation Commission.

Circle one: Yes No

5. Has your South Carolina Offeror's license been revoked at any time in the last five years?

Circle one: Yes No

6. Are you a minority business certified in the State of South Carolina?

Circle one: Yes No If Yes circle one or more: Women-owned Disadvantaged

**If yes you must submit a copy of your minority business certificate with your response.
HISTORY OF THE BUSINESS AND ORGANIZATIONAL PERFORMANCE**

7. Has there been any change in ownership of the firm at any time during the last three years?

Circle one: Yes No

NOTE: A corporation whose shares are publicly traded and of which no single person or entity owns more than 5% may check "No." If "Yes," explain on a separate signed page.

8. Is the firm a subsidiary, parent, holding company or affiliate of another architectural, engineering, or construction firm?

Circle one: Yes No

NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, officer or qualifying party of your firm holds a similar position in another firm. If "Yes," explain on a separate signed page.

9. Are any corporate officers, partners, owners or qualifying parties connected to any other architectural, engineering, or construction firm?

Circle one: Yes No

10. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

Circle one: Yes No

11. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a Sub-offeror on a public works contract for the Federal Government or any South Carolina public agency?

Circle one: Yes No

**If the answer is "Yes," state the beginning and ending dates of the debarment period:
_____.**

12. At any time during the last five years, has your firm or any of its owners, officers or qualifying parties been convicted of a crime involving the awarding of a contract of a Federal, State or local government construction project, or the bidding or performance of a Federal, State or local government contract?

Circle one: Yes No

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm. If "Yes," explain on a separate signed page.

13. How many years has your organization been in business in South Carolina as a Offeror under your pre-sent business name and license number? _____Years

14. Is your firm currently the debtor in a bankruptcy case?

Circle one: Yes No

NOTE: If "Yes," attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

15. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 14, above)

Circle one: Yes No

NOTE: If "Yes," attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

LICENSES

16. List all South Carolina license numbers, classifications and expiration dates of the South Carolina Offeror licenses held by your firm (Provide a copy of each license):

17. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the SCLLR records who meet(s) the experience and examination requirements for each license.

18. Has your firm changed names or license number in the past five years?

Circle one: Yes No

NOTE: If "Yes," explain on a separate signed page, including the reason for the change.

19. Has any owner, partner, qualifying party or (for corporations) officer of your firm operated a architectural, engineering, or construction firm under any other name in the last five years?

Circle one: Yes No

NOTE: If "Yes," explain on a separate signed page, including the reason for the change. Provide a complete, separate questionnaire for the other firm.

20. Has any SCLLR license held by your firm or its Qualifying Party been suspended within the last five years?

Circle one: Yes No

NOTE: If "Yes," please explain on a separate signed sheet.

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation CC-18 Engineering Services for Water & Sewer Infrastructure Design at the Lowcountry Regional Airport & Colleton County Venture Park and applicable amendments, submits the attached response, and other applicable information to Colleton County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

Printed Name

Authorized Signature

City, State, Zip

Title

Date

Telephone Number/Fax Number



J. SAMPLE EVALUATION FORM

PROJECT DESCRIPTION ENGINEERING SERVICES FOR WATER & SEWER INFRASTRUCTURE DESIGN AT THE LOWCOUNTRY REGIONAL AIRPORT & COLLETON COUNTY VENTURE PARK	DATE
PROPOSING FIRM	PROJECT NO: CC-18

Evaluation Criteria	Value	Score
1. OVERALL EXPERIENE	1-20	
2. PROJECT TEAM AND APPROACH	1-20	
3. FAMILIARITY OF POTENTIAL FUNDING OPPORTUNITIES	1-20	
4. RELATED PROJECT EXPERIENCE	1-20	
5. KNOWLEDGE OF LOCAL WATER & SEWER SYSTEMS	1-20	

The highest possible score being 100

REMARKS:

TOTAL SCORE _____

Evaluation Committee Member Signature