

FLORENCE COUNTY

SOUTH CAROLINA

REQUEST FOR PROPOSALS NO. 27-08/09

REQUEST FOR PROPOSALS FOR DESIGN/BUILD SERVICES
LEATHERMAN SENIOR CENTER

MARCH 6, 2009

**COUNTY OF FLORENCE, SOUTH CAROLINA
REQUEST FOR PROPOSALS NO. 27-08/09
REQUEST FOR PROPOSALS FOR DESIGN/BUILD SERVICES**

Florence County is soliciting proposals from qualified firms to provide design/build services relative to building renovations/construction of an existing exercise room located at the Leatherman Senior Center, 600 Senior Way, Florence, SC 29505.

The Project Documents, including Requirements and Specifications, may be obtained from the office of Florence County Procurement at the address listed below or by visiting the procurement website: www.florenceco.org. When requesting project documents, provide the following information about your company: Mailing address, street (UPS) address, telephone number, and FAX number (if applicable).

The attached Request for Proposals dated March 6, 2009, contains relevant information, requirements, guidelines, specifications, and other data that can be used by vendors who wish to submit a Proposal for consideration.

The scheduled opening of proposals is set for **Tuesday, April 14, 2009 at 11:00am** in Room 803, City-County Complex, 180 North Irby Street, Florence, South Carolina.

PROPOSALS MUST be received, at the address below, no later than 11:00 a.m. on Tuesday, April 14, 2009, and submitted in sealed envelopes and clearly marked as follows:

**“DESIGN/BUILD SERVICES, LEATHERMAN SENIOR CENTER -
RFP # 27-08/09”**

Proposals submitted by mail must meet the same requirements as above and should be addressed as follows:

**FLORENCE COUNTY PROCUREMENT
CITY-COUNTY COMPLEX, RM. B-5
180 N. IRBY STREET, MSC-R
FLORENCE, SOUTH CAROLINA 29501**

Sealed proposals **MUST** be in the actual possession of the Florence County Procurement Department on or before the exact time and date indicated above. **Proposals received after the published time and date shall not be opened and shall be disqualified.** Sealed proposals submitted by mail and/or carrier must meet the same requirements as above and should be addressed to the same address listed above. **Florence County shall not be responsible for late delivery of proposals. No facsimiles or emails will be accepted.**

All proposals (and supporting documents) will be retained by Florence County for a period of ninety (90) days from the date the proposals are opened, and no proposal shall be received nor shall any responder be allowed to withdraw a proposal after the opening hour commences.

Florence County reserves the right to accept or reject, in whole or in part, together or separately, any and all responses as appears in its judgment to be in the best interests of the County, or to waive any and all technicalities and informalities in determining the action of each proposal.

DESIGN/BUILD SERVICES, LEATHERMAN SENIOR CENTER EXERCISE ROOM
RFP #27-08/09
FLORENCE COUNTY, SOUTH CAROLINA

PART I. INTRODUCTION

A. PROJECT DESCRIPTION

Florence County, South Carolina is soliciting Requests for Proposals from qualified firms to provide design/build services relative to building renovation/construction.

The successful firm shall perform or provide any and all professional related services including architectural; interior design; planning; structural; mechanical; electrical services; and any surveying, consultations, presentations or related services incidental thereto necessary to obtain all construction related permits. Respondent represents that all tasks will be performed in accordance with generally acceptable professional standards and further represents that the advice and consultation provided shall be within its authority and capacity as a professional. Respondent will comply with the regulations, laws, ordinances and requirements of all governmental impact applicable to assigned project.

The design/build services will consist of renovations to the Leatherman Senior Center's Exercise Room (approximately 336 SF) enlarging the existing exercise room to approximately 799 SF. The work would consist of enclosing the existing patio, thereby expanding the exercise capabilities.

SCOPE OF WORK

The general scope of work to be performed is as follows:

- The successful respondent is to provide design/build services relative to building renovation for the exercise room, serving to increase the attendance.
- The successful respondent is to provide complete plans and specifications sealed by a registered architect or engineer.

The purpose of this Request for Proposals (RFP) is to generally describe the work desired by the County of Florence and to invite qualified persons or firms to submit written descriptions of their qualifications and proposed approach for providing that work.

SCOPE OF SERVICE

The successful responder for this project shall generally follow the tasks outlined below:

- Preliminary Proposal -- includes developing and evaluating alternatives
- Final Submittal -- includes plans and specifications
- Permitting Services -- all required permits
- Construction Services -- includes drawings, supervision, on-site inspections, progress meetings, job site clean-up, etc.

PROPOSAL REQUIREMENTS

Interested firms should include at least the following:

- the firm's qualifications and experience with this type of work;
- an estimate of the time required to complete the scope of services described above;
- a cost schedule.

Firms are requested to submit five (5) copies of the proposal. Due to time limitations of the review panel members, **proposals should be limited to no longer than fifteen (15) pages**. Please include tab dividers for easy access to each section of the proposal (cover page and tab dividers do not count toward the 15-page limit).

Each respondent shall include a schedule of cost and the lump sum cost for the proposed scope of work and services **under a separate sealed envelope**.

Additional supplemental information may be submitted, under separate cover, in order to aid in firm selection. This information may include staff resumes, descriptions of similar projects, project references, and a description of the conceptual approach to meeting the project requirements.

The firm may also submit, under separate cover, examples of projects previously done that are similar in size and scope to the work described above.

TAXES

The County of Florence pays SC Sales Taxes in the amount of 8%. However, the County of Florence is exempt from Federal Excise Taxes and will issue exemption certificates, if requested. **INCLUDE ALL APPLICABLE TAXES IN YOUR PROPOSAL COSTS.**

SUB-CONTRACTORS LIST

A sub-contractors list is required for all work that is to be done. The list must be submitted with the proposal.

B. GENERAL TERMS AND CONDITIONS

1) RECEIPT AND OPENING OF SEALED PROPOSALS:

- a) Sealed proposals will be received and opened as specified in this RFP document.
- b) Florence County will consider as non-responsive any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all proposals. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No responder may withdraw a proposal within 90 days after the actual date of the opening thereof or as provided for the in the RFP documents which ever is later.

2) PREPARATION OF PROPOSAL:

- a) All proposals will be evaluated in accordance with procedures and specifications contained herein and Florence County Code. The responsiveness to same will be determined in accordance with the instructions and criteria in this document. Any proposal not providing sufficient information and documentation to comply with the RFP Evaluation requirements will be considered non-responsive and removed from further consideration.
- b) A proposal shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

- c) All information shall be in ink or typewritten.
- d) Five (5) copies of each proposal must be submitted in a sealed envelope, addressed to the Florence County along with the name of the project for which the response is submitted. The submitted responder is required to have printed on the envelope or wrapping containing his proposal: responder business name and address, the proposal title, and the proposal number. If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope. Florence County shall not be responsible for unidentified proposals.
- e) Responders mailing their proposal must allow a sufficient mail delivery period to insure timely receipt of their proposal. Florence County is not responsible for proposals delayed by mail and/or delivery services of any nature. It is the responder's sole responsibility to insure that all documents are received by person (or office) at the time indicated in the proposal document. No facsimile or email submissions will be accepted.
- f) Responders must clearly mark as "Confidential" each part of their offer which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. Florence County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against Florence County or its agents for its determination in this regard.
- g) Each responder shall acknowledge receipt of all addenda by its submission of a proposal. It shall be each responder's responsibility to assure that all addenda have been received. No claim for failure to receive addenda will be considered.

3) RESPONDER QUALIFICATIONS:

To be acceptable to the Florence County, responders must be skilled and/or licensed, if applicable, in the class of work on which they respond, and no proposal will be considered from any responder who is unable to show that he has actually performed considerable work of similar character to that on which he is responding.

4) EXECUTION OF CONTRACT:

The responder to whom an award is made shall deliver to the County Payment of a Certificate of Insurance within ten (10) working days after the County has provided a verbal Notice of Award. The County's issuance of a purchase order and verbal notification of such execution may serve as the official "Notice to Proceed". Responders failing to enter into the proposed contract and/or provide the required Certificate of Insurance may be subject to Debarment and Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.

5) TERM OF CONTRACT AND CONTRACT DOCUMENTS:

- a) The contract documents that will form the contract shall include:
 - The Complete Request for Proposals
 - All Addenda
 - The Successful Responder's Submitted Proposal Document
 - Notice of Award (Verbal or Written)
 - Purchase Order/Agreement/Contract
 - Insurance Certification
- b) Proposals submitted must be in a form suitable for incorporation, verbatim, into the contract.
- c) No written contract may be assigned, sublet, or transferred without the written consent of the County Administrator.

6) ORDER OF PRECEDENCE

In the event of inconsistent or conflicting provision of this request for proposals and referenced documents, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) General Terms and Conditions, (3) the Specifications, (4) Instructions to Responders and Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) Proposal Announcement/Advertisement.

7) **INSURANCE AND BONDS:**

Upon award of the contract or Purchase Order, the responder shall maintain, throughout the performance of its obligations, a policy of Worker's Compensation insurance with such limits as may be required by SC law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, destruction of, property arising out of, or based upon, any act or omission of the responder or any of its subcontractors of their respective officers, directors employees or agents. Such liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract. Responder shall provide a Certificate of Insurance prior to contract execution.

8) **RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:**

The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the proposal received from the successful responder.

9) **LAW AND REGULATIONS:**

- a) The responder's attention is directed to the fact that all applicable Federal, State and Local laws, statutes, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract and the project throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- b) The responder's attention is directed to the fact that all proposals will comply as prescribed under the most current Florence County Code.

10) **METHOD OF AWARD:**

- a) Contracts will be awarded to the responder whose proposal appears to serve the best interest of Florence County. The successful responder will be determined as prescribed herein this Document.
- b) Florence County reserves the right to accept or reject, in whole, in part, together or separately, any and all responses as appears in its judgment to be in the best interests of the County, or to waive any and all technicalities and informalities in determining the action of each proposal.

11) **OBLIGATION OF RESPONDER:**

- a) At the time of the opening of proposals, each responder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Documents (including all addenda). The failure or omission of any responder to examine any form, instruction or document shall in no way relieve any responder from any obligation in respect to this RFP.

C. VENDOR AGREEMENTS

1) **STATEMENT OF RIGHTS**

Florence County reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. Florence County reserves the right to accept or reject any and all proposals, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the County. Florence County also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the County.

2) **GENERAL TERMS:**

Each responder, by submitting a response to Florence County as a result of this RFP, agrees to and acknowledges its acceptance of and agreement with the procedures outlined below and the terms, conditions and requirements of the applicable Florence County RFP document. Agreement is evident by the submission of a response to Florence County. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by Florence County, the offer of the firm

in question will be void and Florence County will procure the goods/services in question from other eligible vendors.

3) SPECIFIC TERMS:

- a) Florence County has a local preference of 2%, which may be applied in award determination.
- b) Any deviation from specifications in the proposal solicitation must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful responder will be held responsible therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this proposal shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and handling.
- c) Any attempt by a vendor to influence the opinion of the county staff, or County Council, by discussion, promotion, advertising or any procedure to promote their offer, will constitute grounds to judge such an offer non-responsive. All offers presented to Florence County will be evaluated based on the current County Code and the offer as presented to the County on the date/time specified in the given solicitation.
- d) Florence County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- e) All vendors are informed that the Procurement Officer may exercise the County's option to extend the contract and/or purchase order under the provisions of County Code should such extension be mutually agreeable between the County and the selected vendor.
- f) The Responder agrees to secure at Responder's own expense all personnel necessary to carry out Responder's obligations under this Proposal. Such personnel shall not be deemed to be employees of the County nor shall they or any of them have or is deemed to have any direct contractual relationship with the County. The County shall not be responsible for withholding taxes with respect to the Responder's compensation hereunder. Responder shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except the County shall make payment to Responder for services as herein provided. Responder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Responder shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind, State or Federal governments' benefits, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law. The County shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Responder or his employees, agents, and servants by reason of this contract. The Responder will carry liability insurance relative to any service that he performs for the County. A certificate of insurance must be submitted to the procurement office prior to services performed, with the requested coverage and limits per the County, with Florence County listed as additional insured.
- g) The responder will act in an independent capacity and not as officers or employees of the County. The responder shall indemnify, defend and hold harmless Florence County, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Responder, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Responder, its subcontractors, suppliers, agents, or employees.
- h) The successful responder shall indemnify and hold harmless the Florence County, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.
- i) It is the responsibility of the prospective responder to review the entire request for proposals packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or responding procedures must be received by the Procurement Department not less than five (5) days prior to the time set for proposal opening. These requirements also apply to specifications or instructions that are ambiguous.
- j) Should any responder fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, Florence County may terminate this contract, in whole or in part, and may consider such failure or non compliance a breach/default of contract. The County reserves the right to purchase any/all items or service in default on the open market. By submittal of a

response, all responders agree to this provision. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.

- k) Florence County may terminate this agreement with or without cause at anytime. In the event of termination by either party, uncontested fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.
- l) Unless specifically requested, submit five (5) copies of your response.
- m) All submittals become the property of Florence County.
- n) All proposals (and supporting documents) will be retained by Florence County for a period of ninety (90) days from the date the proposals are opened, and no proposal shall be received nor shall any responder be allowed to withdraw a proposal after the opening hour commences.
- o) S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful responder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the responder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

PART II. PROPOSAL REQUIREMENTS

A. SUBMISSION OF PROPOSALS

Sealed proposals will be opened by Florence County (hereinafter called the Owner) at 180 N. Irby Street, City-County Complex, Room 803, Florence, South Carolina at 11:00am EST Tuesday, April 14, 2009. At that time and place, proposals will be publicly opened and only names of the responders read aloud in public.

Responses must be submitted in five (5) copies, in sealed envelopes and clearly marked as follows:
“Design/Build Services, Leatherman Senior Center - Request-for-Proposal #27-08/09”.

The mailing address for responses:

FLORENCE COUNTY PROCUREMENT
180 NORTH IRBY STREET, MSC-R
FLORENCE, SOUTH CAROLINA 29501

Sealed proposals submitted by mail must meet the same requirements as above and should be addressed to the same address. Facsimiles and emails will not be accepted.

B. RIGHT TO AUDIT

- 1. The County shall have access to the Contractor’s facilities, to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in. The County shall give the Contractor(s) a 10-day advance notice of intent to audit.
- 2. If an audit discloses overcharges (of any nature) by the Contractor(s) to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County’s audit shall be paid by the Contractor(s).

C. EVALUATION OF PROPOSALS

1. DISCLOSURE OF RESPONDERS:

The proposals shall be publicly opened and only the names of the responders will be disclosed at the proposal opening. Contents of the competing responder’s proposals shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award of the contract. Proprietary or confidential information (i.e., customer lists), if marked as such, shall not be disclosed without the written consent of the responder. Responder shall identify such information by

writing “CONFIDENTIAL” on such items. Florence County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against Florence County or its agents for its determination in this regard.

2. EVALUATION AND AWARD CRITERIA:

The County is not obligated to accept the lowest cost proposal. The award of the contract will be made to the Proposer providing the most responsive, responsible offer that provides the best overall value and a fair and reasonable cost and is most advantageous to the County. This award will take into consideration soundness and flexibility of proposal, functional capability, quality of performance and service, the times specified in the proposal for the performance of the contract, ability to provide support, overall cost, and Proposer’s references and any other factors that may impact on the project. The County reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal.

3. EVALUATION CRITERIA:

A review panel will be appointed to conduct a proposal evaluation according to the following criteria, listed in relative order of importance. The maximum score is one hundred percent (100%).

A. Performance History

0-30 Points

Provide a comprehensive list of current, comparable clients for the last five (5) years of continuous service in design/build services. No less than five (5) clients should be submitted.

B. Professional Background

0-25 Points

Provide information on the Project Manager and Project Team to include areas of expertise, individual qualifications, and past experience. Responder shall identify specific individuals that will be working on the Florence County project.

C. Capability to Perform

0-25 Points

Provide information on the firm’s current workload and the capability to execute the contract.

D. Cost

0-20 Points

D. SELECTION:

1. FINAL CONTRACT NEGOTIATION: The County Administrator or Procurement Officer will negotiate a final contract with the responsible responder whose proposal, conforming to the request for proposals, will be most advantageous to the County, based on the evaluation panel’s review. **The contract negotiated will contain performance variables which must be met or maintained throughout the term of the contract.**
2. INABILITY TO NEGOTIATE A FINAL CONTRACT: Should the responder and the County Administrator or Procurement Officer be unable to negotiate a satisfactory final contract within thirty (30) days in accordance with the proposal and the general terms of the RFP, negotiations with that responder shall be formally terminated.
3. PRIORITY LIST OF RESPONDERS: Negotiations will proceed in this manner down the priority list of responders until contract terms are agreed upon or until a decision to solicit additional proposals is made.
4. REVISIONS: In negotiating final contract terms, mutually agreed upon revisions in the proposals, which are generally consistent with the proposal documents, may be made prior to award for the purpose of obtaining the best and final offer.

E. AWARD:

Upon obtaining a final negotiated contract, an award recommendation will be made to Florence County Council.