

# RFQ Number

**30-10**

## A Request for Qualifications for the Spartanburg Parks Commission, Spartanburg, South Carolina

January 26, 2010

**Qualification Statement Packages** must be received in the Office of Purchasing, address below or mailed to the mailing address below. Facsimile and other electronic forms of Proposal will not be accepted. All sealed packages must be received by 11:00am, EST, February 25<sup>th</sup>, 2010. Sealed qualification statement packages are subject to the conditions and all provisions set forth herein and attached. All interested vendors are invited to submit a qualification statement package to the Spartanburg Parks Commission for the following:

### **On Call Professional Parks and Recreation Planning, Design and Construction Administration Services**

**Submit:** Six (6) Original copies of the qualifications statement package must be received on or before 11:00am, EST, February 25<sup>th</sup>, 2010.

**Address To:** Spartanburg Parks Commission  
C/O Spartanburg County  
Office of Purchasing  
Room 1220  
Attention: Mike Emory, Director of Purchasing

**Mailing Address:** P.O. Box 5666  
Spartanburg, South Carolina 29304

**Office Address:** 366 North Church Street  
Room 1220  
Spartanburg, South Carolina 29303

**Mark Envelope:** **Outside of sealed Statement of Qualification package must be marked:  
RFQ #30-10 "Spartanburg Parks Commission "RFQ for on call  
Planning, Design and Construction Administration Services"  
followed by your firm name and address.**

**Deadline Enforced**

**Qualification statement packages delivered after the time and date set for receipt of Proposals, are late and will NOT be accepted. Late Proposals will be void and returned unopened to the Proposer, regardless of when they were mailed or delivered. It is the Proposer's responsibility to ensure timely delivery of a Proposal.**

**INSTRUCTIONS TO PROPOSERS**

1. Enter Proposer's name on any specifications or descriptive papers submitted with this Proposal.
2. Show trade name or brand of any article included in the specifications.
3. When required, furnish samples, free of expense, prior to the Proposal opening. Label each sample with Proposer's name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 60 days following Proposal opening.
4. Proposals must be submitted along with this form. Proposals made otherwise will be subject to rejection.
5. All costs incurred to prepare and submit this Qualification Statement Package is the responsibility of the proposer.

**CONDITIONS**

1. The Commission/County (Agency/Institution) reserves the right to reject any and all Proposals, and to waive all technicalities.
2. In case of default by Proposer, the County reserves the right to purchase any or all items in default on the open market, and charge the Proposer with any excessive costs.
3. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
4. The right is reserved to reject any Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.

**PROPOSAL FOR RFQ # 30-10 "Spartanburg Parks Commission "RFQ for on call Planning, Design and Construction Administration Services"**

Proposer has examined copies of all Request for Qualifications Documents, the Advertisement for Request for Qualifications, and all of the following Addenda (receipt of which is hereby acknowledged):

**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if selected as an on call consultant, the firm will furnish all services required as based on a negotiated contract and will be bound to fees as stated in said contract.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone / Email: \_\_\_\_\_

## **Introduction**

Any offer submitted as a result of this Request for Qualifications (RFQ) shall be binding on the Proposer for sixty (60) calendar days following the specified opening date. Any qualifications statement package for which the Proposer specifies a shorter acceptance period will be rejected. At the end of the 60-day period, Proposals may be withdrawn at the written request of the Proposer. If not withdrawn within five days subsequent to the sixty-day period, the Proposal shall remain in effect until an award is made or the solicitation is cancelled.

This RFQ provides basic information regarding the Spartanburg Parks Commission's requirements. Services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed, shall be included in this submittal.

The words "Contractor", "Vendor", "Offeror", "Consultant", "Bidder", and "Proposer", are used interchangeably throughout this RFQ to define the companies submitting qualification statement packages.

If the Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, it shall immediately notify the County of such error, in writing, and request modification or clarification of the document. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFQ or it shall be deemed waived.

The Parks Commission reserves the right to reject any and all qualification statement packages; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the qualification statement packages submitted; and to award the contract based on the established criteria and according to the qualification statement package which best serves the interests of the Parks Commission.

This RFQ is being issued by The Spartanburg Parks Commission and Spartanburg County Department of Purchasing. Direct all questions or requests for clarification of this RFQ, in writing, to: Mike Emory, Purchasing Director, at choice of addresses listed on Notice of RFP Page 1. Proposers are specifically directed not to contact any other Commission or County personnel for meetings, conferences, or technical discussions related to this RFQ. Failure to adhere to this policy may be grounds for rejection of Proposals.

Proposers are cautioned that any statements made by Commission or County staff persons, which may materially change any portion of the Proposal document, shall not be relied upon unless they are subsequently ratified by a formal written addenda to the Proposal document. Any revisions to this RFQ will be issued and distributed as an addenda.

Offerors who are aggrieved in connection with the solicitation or award of contract may protest in accord with Spartanburg County Procurement Regulations. Protests shall be submitted in writing to the Procurement Director.

A qualification statement package received by Spartanburg County is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. All information that is to be considered confidential and/or

proprietary must clearly be identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped as **CONFIDENTIAL**, in bold font of at least 12-point type, in the upper right hand corner of the page.

### **General Terms and Conditions**

***Purchasing Regulations:*** This solicitation is subject to the provisions of the Spartanburg County Government's Purchasing Regulations and any revisions thereto. A copy of Purchasing Regulations may be obtained by contacting the Department of Purchasing (864) 596-2519. The Spartanburg Parks Commission and Spartanburg County reserves the right to negotiate and contract with any individual firm deemed suitable to provide the services required. At the Commission's/County's discretion, one or more firms may be engaged for this work.

***Applicable Laws and Compliance:*** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of South Carolina. The Proposer shall comply with applicable federal, State, and local laws and regulations. By submitting this proposal, the vendor certifies it is currently and will remain in compliance with:

The Federal Civil Rights Act of 1964, as amended;  
The Federal Immigration Reform and Control Act of 1986;  
The Americans with Disabilities Act

***Public Record:*** Upon award, copies of the Proposals will be made available for public inspection, under the supervision of County Purchasing Department staff, from 8:30 a.m. until 5:00 p.m., Monday through Friday, at 366 N. Church Street, Room 1220, Spartanburg, South Carolina.

***Debarment Status:*** By submitting a Proposal, Proposers assert that they are not currently debarred from proposing on contracts by any agency of the State of South Carolina, nor are they an agency of any person or entity currently debarred from submitting Proposals on contracts by an agency of the State of South Carolina.

***Payment Terms and Invoices:*** Any contract fee must be based upon payment in thirty days after invoice or owner accepted delivery of services, whichever occurs last. Partial payment requests are to be submitted on the AIA Document G703. Invoices must show the contract or purchase order number assigned by the Spartanburg County Purchasing Department and shall be submitted by the Proposer to Spartanburg Parks Commission, Facilities Management by email (stan.tillotson@spartanburgparks.org).

***Proposer Qualification:*** The Spartanburg Parks Commission may make such reasonable investigations, including inspections of the Proposer's offices, as deemed proper and necessary to determine the ability of the Proposer to perform stipulated contract work and the Proposer shall furnish the Spartanburg Parks Commission all such information and data for this purpose as may be requested.

***Assignment of Contract:*** A contract shall not be assignable by the Proposer in whole or in part without the written consent of the Spartanburg Parks Commission.

***Changes to the Contract:*** By written notice to the Proposer, the Spartanburg Parks Commission may, from time to time, make changes within the general scope of the contract. The Proposer shall promptly comply with such written notice. Any such notice which causes an increase or decrease in the Proposer's cost of performance shall be redressed through a negotiated, equitable adjustment in the payment rate, and the terms of the contract shall be modified accordingly.

***Entire Contract:*** The entire contract entered into by the Spartanburg Parks Commission and the Proposer shall consist of on call services requested and defined submitted by the Proposer. Collectively these materials shall comprise the Contract Documents.

***Default:*** In case of failure to deliver services in accordance with the contract terms and conditions, the Spartanburg Parks Commission, after written notice, may procure services from other sources and hold the Proposer responsible for any resulting additional expense.

***Termination of Contract:*** The performance of work, under the contract, may be terminated by the Parks Commission, in whole or in part, whenever the Parks Commission determines that termination is in the Commission's best interest. Unless otherwise noted in this solicitation, any agreement entered into as a result of this solicitation may be terminated by the Parks Commission without penalty upon thirty (30) days notice, in writing, prior to the effective date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the Parks Commission in whole or in part whenever the Parks Commission determines, in its sole discretion, that the selected Proposer is not performing as set out in the Proposal. Any such determination shall be effected by the delivery to the Proposer of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected Proposer shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendor and subcontracts; and settle all outstanding liabilities and claims.

***Indemnification:*** The selected Proposer covenants to save, defend, keep harmless, and indemnify the Spartanburg Parks Commission/County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however caused, resulting from, arising out of, or in any way connected to the selected Proposer's negligent performance or nonperformance of the terms of the contract.



Proposers must provide the Spartanburg Parks Commission and County with a Certificate of Insurance showing proof of insurance as is acceptable to the Commission/County. Proposer and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

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

Workers' Compensation policies are to be endorsed to include a waiver of subrogation in favor of the Spartanburg Parks Commission/County, its officers, officials, employees and agents.

For Automobile and General Liability insurance, the successful Proposers shall name the Spartanburg Parks Commission/County, its officers, officials, employees and agents as Additional Insured with respect to liability arising from the performance of work contained in this proposal. All insurance policy requirements shall contain a provision that coverage afforded under the policies will not be cancelled unless and until a thirty (30) day prior written notice has been provided the Spartanburg Parks Commission/County. Should Proposer cease to have insurance as required during any time, all work of Proposer pursuant to this agreement shall likewise stop until insurance acceptable to the Spartanburg Parks Commission/County is secured.

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

The Proposer shall agree to cause each subcontractor employed by Proposer to purchase and maintain insurance of the type specified herein, unless the Proposer's insurance provides coverage on behalf of the subcontractor. Evidence of subcontractor insurance shall be made available to the Spartanburg Parks Commission/County upon request of the Spartanburg Parks Commission/County.

***Independent Consultant:*** The selected Proposer shall be legally considered an independent consultant and neither the Proposer nor its employees shall, under any circumstances, be considered employees of the Parks Commission/County; and the Parks Commission/County shall at no time be legally responsible for any negligence or other wrong doing by the Proposer or its employees. The Parks Commission/County shall not withhold from the contract payment to the Proposer any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Proposer. Further, the Parks Commission/County shall not provide to the Proposer any insurance coverage or other benefits, including Worker's Compensation.

***Audit:*** The Proposer hereby agrees to retain all books, records, and other documents relative to this engagement for five (5) years after final payment for services. The Spartanburg Parks Commission and Spartanburg County Government, its authorized agents, and agents of the State and federal government shall have full access to documents and the right to examine any materials during the said period.

***Fraud Policy:*** Proposers submitting Qualification Statement Packages to The Spartanburg Parks Commission and Spartanburg County Government must review the County's policy related to fraudulent activities and acknowledge their responsibilities for protection against acts of fraud in the conduct of business.

***Additional Information:*** The Spartanburg Parks Commission and Spartanburg County Government reserves the right to seek clarification of information, request information deemed missing from the Proposal, or request additional information as may deemed necessary or desirable.

***Proposer Obligation:*** In submitting a Qualification Statement Package, the Proposer covenants that he/she has satisfied him/herself of the conditions to be met in this solicitation, that he/she is fully aware of obligations contained herein, and that he/she will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

***Availability of Funds:*** By signing this Proposal, the Proposer agrees that the Spartanburg Parks Commission and Spartanburg County Government shall be bound only to the extent funds are available and appropriated by the duly elected body of Spartanburg County for the purpose of any resultant contract.

***Notice of State Sales Tax:*** Failure to include all service costs, including any applicable South Carolina State sales tax will result in the disqualification of the Proposer.

**The Spartanburg Parks Commission and the Spartanburg County Council reserves the right to accept or reject any or all Proposals, parts thereof, and to waive any technicality when the best interest of the Commission/County shall be served.**

# Spartanburg County

## Proposer's Fraud Acknowledgement Form

<b>RFP No:</b>
<b>Proposal Name:</b>
<b>Proposer Information:</b>
Contractor: _____
Address: _____
City, State, Zip: _____
Contact: _____
Telephone: _____
Email: _____

The signature below acknowledges that I am aware of and have read the Spartanburg County Fraud Policy adopted by Spartanburg County Council on July 18, 2005. As a Proposer engaged in a business relationship with Spartanburg County, I understand that I am responsible for aiding in the protection against fraudulent acts (which are defined in the Fraud Policy) by complying with all aspects of the Fraud Policy.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date Signed

Copies of Spartanburg County's Fraud Policy can be obtained as follows:

1. Spartanburg County's website at [www.spartanburgcounty.org](http://www.spartanburgcounty.org) under the link to Auditor/Internal.
2. Request a copy from the Internal Auditor at 596-3538.

**WHEREAS**, Spartanburg County is often required to contract or retain independent contractors and vendors to perform maintenance, repair, construction and demolition services for or on behalf of the County for the public good, welfare and safety; and

**WHEREAS**, when independent contractors and vendors undertake to provide such work and services for the County, the risk of liability for accidents and incidents involving county personnel and property as well as private citizens and property may arise as a result of the activities of such independent contractors and vendors and their agents and employees; and

**WHEREAS**, to protect the County employees and County property as well as private citizens and private property from loss that may occur from the activities of independent contractors and vendors, the County has determined that all such independent contractors and vendors should be properly insured and/or bonded and should warrant their compliance with OSHA and other applicable safety standards.

**NOW THEREFORE**, to establish eligibility for contracting with the County or to qualify for the performance of certain work or services for or on behalf of the County, the undersigned independent contractor or vendor, agrees, affirms and warrants as follows:

1. That the undersigned independent contractor or vendor warrants and affirms that it shall comply with OSHA and other applicable safety standards for any work or services that may be performed by the employees of the independent contractor or vendor during the course of work or services for the County.
2. That the undersigned independent contractor or vendor warrants that it is properly bonded and/or maintains adequate liability insurance to cover any and all damages, losses, claims or costs, whether involving County personnel or property, private parties, private property or businesses, that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor for the County.
3. That the undersigned independent contractor or vendor warrants and affirms that it maintains adequate workers compensation insurance to cover any and all damages, losses, claims by any employee that may arise or occur during the course of any work, services or activities by the independent contractor or vendor.
4. Notwithstanding any other provision or agreement, the undersigned independent contractor or vendor indemnifies and holds Spartanburg County harmless from any and all claims, damages, losses or costs that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor during the course of any construction, maintenance, repair or service of County facilities, buildings, property and equipment including demolition and removal of unsafe structures.

**INDEPENDENT CONTRACTOR/ PROPOSER**

By: *X*

Date:

Its:

For Company Name:

Address:

Telephone:

Facsimile:

**INSTRUCTIONS:** County departments should have this form signed by each independent contractor and Proposer before awarding any contract or before commencement of work. The original should be kept on file or delivered to the Risk Manager.

## **General Statement**

The Spartanburg Parks Commission is requesting statements of qualifications from experienced consulting firms that have the ability to provide parks and recreation planning, engineering, surveying, conceptual design, architectural design and construction administration services.

The Spartanburg Parks Commission is preparing to begin the first phase of design and construction of an ongoing Capital Improvement Plan to provide newly constructed and renovated park and recreational facilities to the citizens of Spartanburg County as well as sports venues to accommodate regional and national level sporting events. These projects will include regional parks, athletic fields, recreational buildings, trails, parking areas and greenways. Consultant services will include but are not limited to engineering, surveying, conceptual design, architectural design, construction administration, storm water controls, sewer and waterline design, grading design, surveying, permitting and utility design.

This request for qualifications is open to all experienced firms to aid in the planning and development of these park projects. The Spartanburg Parks Commission will evaluate all proposals and select multiple firms to be on-call for a period not to exceed three years. All work to be performed will be in Spartanburg County South Carolina. This process will streamline and maintain continuity of the multiple projects which will be underway during the same timeframe.

## **Scope of Work/Services Provided:**

The selected firms shall have the ability to perform and carry out in professional manner, those services necessary to complete the assigned projects. At a minimum, this work shall include:

- Master planning
- Site design
- Conceptual design
- Civil engineering
- Landscape architecture
- Building architecture
- Mechanical design
- Surveying
- Topographic modeling
- Environmental design
- Permitting
- Construction management
- Construction Administration
- Value engineering
- Cost estimating
- Public hearing planning
- Right-Of-Way acquisition
- Contract documents
- Associated tasks as necessary

**Qualification Statement Package submittal documents:**

**Submittal package must be provided as listed or Proposal will be disqualified. Provide six original copies.**

1. Notice of RFQ.
2. Proposer's Fraud Acknowledgement form completed.
3. Loss Prevention Eligibility Requirements form completed.
4. **Provide list of proposed subcontractors.**
5. Provide proof of insurance coverage with limits as stated.
6. **Provide letter of interest.**
7. **Current resume of qualifications for prime and subcontractors.**
8. **Provide list of at least three (3) client references which similar services have been provided for in last three years.**
9. **Provide list of at least three (3) Park development projects completed in the last five years.**
10. **Provide firm's experience as related to parks and recreation planning and development.**
11. **Provide current workload.**
12. **Provide a listing of similar projects completed in the past three years with respective dollar values of the work performed by the consultant and sub-consultants.**

**Award:**

The selection for award of on-call status shall be made to the Proposer or Proposers best suited to provide the services detailed in the Scope of Services section of this solicitation. The selection committee will be comprised of Parks Commission staff and will use criteria as follows in their review and evaluation of the Qualification Statement Packages. These criteria will be used to evaluate qualifications and determine those firms to be selected for interview. Criteria will be weighted to reflect the importance and value of each component. Qualification Statement Package respondents are required to address the evaluation criteria in the order listed and to provide explanation when presenting their qualifications.

**Award shall be made based on the following criteria and any other information deemed relevant by the Spartanburg Parks Commission.**

As part of the consultant selection process, The Spartanburg Parks commission will consider the following:

Experience, qualifications and technical competence of the consultant and any proposed sub consultants and of the key personnel to be assigned to the proposed projects.

(25%)

Proposed methodology for the project development process, including any suggested innovations, past performance on similar types of projects and quality assurance procedures.

(25%)

Ability to meet anticipated schedule and budget requirements, past performance at meeting schedules and budgets on similar projects, and availability of the key personnel assigned to the proposed projects.  
(20%)

Geographic location of the key personnel assigned to the proposed projects and their familiarity with the proposed project area.  
(30%)

Upon completion of reviewing all Statement of Qualification packages, the Spartanburg Parks Commission will schedule interviews with firms which will be considered for selection of on-call status. Upon completion of interviews and the grading of all available information the Spartanburg Parks Commission will provide a listing of selected firms to the County Procurement Director and will contact each selected firm in writing and by electronic means.

Exclusion / Addenda / Prior Approval process:

Any items that need clarification are to be emailed to [memory@spartanburgcounty.org](mailto:memory@spartanburgcounty.org) prior to 8:00am February 16<sup>th</sup>, 2010. Proposals are not to have any exclusions. Exclusions will come from the Spartanburg County Procurement Directors office in the form of an addenda. Any bids received with exclusions will not be accepted.