



Office of Purchasing/Contracting*324 W. Evans Street*Florence, South Carolina 29501

**REQUEST FOR PROPOSALS (RFP) NO. 2019-94
IMPEDIMENTS TO FAIR HOUSING
SUBMISSION DEADLINE: December 23, 2019 2:00 pm**

PURPOSE OF THE REQUEST FOR PROPOSAL

The City of Florence is accepting sealed proposals from experienced and qualified firms to conduct a comprehensive study and prepare a detailed final report on the Analysis of Impediments to Fair Housing to meet required HUD Standards.

This RFP is being publically advertised. The City will make the selection based on the responses submitted, interviews, and then negotiate a final agreement with the selected firm or firms. Responders to the RFP are welcome to establish consortiums or teams of firms in connection with this RFP. The final selection of the firm or firms will be based on the criteria set forth in this RFP

All responses must be sealed and have “**RFP 2019-94 Fair Housing**” clearly marked on the outside for ease of identification by the City. Responses may be hand-delivered prior to the submission deadline at the address listed above. The City does not accept electronic and/or emailed proposals. Directions may be obtained by calling (843) 665-3165. Any response received later than the submission deadline will not be accepted or considered.

Responses submitted by mail should be addressed to: **City of Florence, Attn: Lynwood F. Givens, Purchasing Agent, 324 W. Evans Street, Florence, SC 29501**. The City will not be responsible for late submission caused by the postal service, other carriers, or any other delivery problems regardless of the reason.

This solicitation does not commit the City of Florence to award a contract, to pay any costs incurred in the preparation of a response, or to procure or contract for services. The City of Florence reserves the right to accept or reject any or all submissions received as a result of this Request for Qualifications, or to cancel it in part or in its entirety if it is in the best interest of the City of Florence.

Lynwood F. Givens
Purchasing Agent

MINORITY AND WOMAN OWNED BUSINESS

Minority Business Owners (minority or woman owned businesses) will be afforded full opportunity to submit a response to the Request for Qualifications and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the City that minority business and women owned business enterprises (MBE/WBE) have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract. Please indicate that you are a minority or woman owned business with your proposal submission.

The South Carolina Community Loan Fund will be used as one funding source for these neighborhood revitalization projects. It is anticipated that the loan funds will be repaid with sale proceeds from the projects. As such, the City is actively soliciting and encouraging minority businesses to participate in contracting and subcontracting on projects with the City of Florence.

The successful contractor(s) must ensure that all subcontractors, agents, personnel assigned by or employees of prime company and subcontractors are not discriminated against because of their race, color, religion, sex or national origin. The successful contractor(s) must make positive efforts to provide equal employment opportunity for minority and women owned businesses.

All submitted materials shall become the sole property of the City of Florence. Contractors will relinquish claim for return of submitted material. The City shall have sole discretion in evaluating the responses. The City reserves the right to reject any and all responses, and is not bound to accept any response if it is contrary to the best interest of the City.

INSTRUCTIONS

Responses to the Request for Proposals will only be accepted from responsible and responsive firms that have an established reputation in providing the services listed in the RFP.

No response may be withdrawn for a period of ninety (90) days after the submission date.

A responsible company is defined as one that has the capability in all respects to perform fully the requirements mentioned in the RFP document and the integrity and reliability which will assure good faith performance.

A responsive company is defined as one that has submitted a response which conforms in all respects to the RFP requirements.

PROTEST PERIOD: Any actual or prospective company that is aggrieved in connection with the solicitation or award of a contract/purchase order may formally protest in writing to the Assistant City Manager. The protest may be submitted at any time during the procurement process. However, if a prospective company wishes to protest, the formal protest must be submitted in writing and must be received by the City no later than seven (7) days from the date that the aggrieved actual or prospective company has been informed of the proposal results by the Purchasing Agent. Protests received by the City after the expiration of the seven (7) day protest period will not be considered by the City.

DISPUTES: In cases of disputes as to whether or not an item or service quoted or delivered

meets scope of work, the decision of the City of Florence shall be final and binding on all parties. The Purchasing Agent may request in writing, the recommendation of the head of the department of the end user or other objective sources.

DEVIATIONS: Any deviations from the scope of services contained herein must be stated in the response for the City of Florence's consideration.

CHANGES: Any changes in this Request for Qualifications after a contract agreement has been awarded must be with the written consent of the Purchasing Agent or the City Manager; otherwise, the responsibility for such changes lies with the company. Any changes to the scope of services in this Request for Qualifications package shall be in writing and an addendum will go out to all prospective respondents so each respondent can compete equitably.

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the City of Florence pursuant to this contract shall belong exclusively to the City of Florence.

QUESTIONS AND INQUIRIES: The deadline for the submission of any and all questions and inquiries concerning this RFP is December 16, 2019 at 5:00 pm. All questions must be directed to Lynwood F. Givens, Purchasing Agent in written format and e-mailed to lgivens@cityofflorence.com.

A complete copy of the City of Florence Purchasing Policies and Procedures Manual can be downloaded from the City of Florence website at www.cityofflorence.com.

SCOPE OF SERVICES TO BE PROVIDED

The City of Florence is accepting sealed proposals from experienced and qualified firms to conduct a comprehensive study and prepare a detailed final report on the Analysis of Impediments to Fair Housing to meet required HUD Standards.

RESPONSE TO RFP

The response to the RFP should include the firm's experience in preparing analysis of Impediment to Fair Housing reports. Please explain in detail your process to include the execution of the study, timeframe to complete, and specific information that will be addressed in the final report.

Provide a list of clients and references that the firm previously provided analysis of Impediments to Fair Housing studies and reports. Where applicable, please provide samples of such analysis of Impediments to Fair Housing reports.

Based on the proposals and interviews with the short-listed firms, the Selection Committee will select one Firm for contract negotiation. Based upon the Firm's price proposal the Committee will attempt to negotiate a scope of services and contract price that is satisfactory to the City and the Firm. Upon completion of negotiations the Committee will make its recommendation to the City Manager.

The City shall have sole discretion in evaluating the proposals. The City reserves the right to select the proposal that it may determine to be in the best interest of the City. The City also

reserves the right to reject any and all proposals, including that of the selected Firm if satisfactory contract negotiations cannot be concluded.

Reserved Rights

Right to Amend RFP: Should it become necessary to revise any part of this RFP, provide additional information necessary to adequately interpret provisions and requirements of this RFP, or respond to written inquiries concerning the RFP, the City reserves the right to issue an Addendum to the RFP to all companies who received the initial RFP. Any changes to the RFP will be forwarded to the responding contractors via email. No hard copies will be distributed.

Right to Extend Submission Schedule: The City reserves the right to extend the Submission Date by a reasonable time.

Right to Reject Responses. Waive Irregularities, and Conduct Ex Parte Communications with Contractors: The City reserves the right to accept or reject any and all responses, at its sole discretion, received as a result of this RFP, to waive minor irregularities, and to conduct discussions with any or all prospective applicants, in any manner necessary, to secure helpful information.

Right to Request Additional Information from Any or All Contractors: The City reserves the right to request additional information from any or all prospective applicants, if necessary, to clarify that which is contained in the proposals.

Responders are requested to submit six (6) copies of the proposal. Due to time limitations of the Selection Committee members, **responses should be limited to no longer than fifteen (15) single-sided pages**. Please include tab dividers for easy access to each section of the proposal (tab dividers do not count toward the 15-page limit). **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 municipal projects, project references, etc.**

EVALUATION CRITERIA

The City shall have sole discretion in evaluating the responses and the suitability of responder to meet the City's needs. The City reserves the right to select the response or responses deemed to be in the best interest of the City. The City also reserves the right to reject any and all responses.

Proposals will be evaluated and ranked in order of their qualifications. Based upon its review of the evaluation and selection criteria itemized in the Content of Proposals section, above, the Selection Committee may short-list the two or three firms deemed to be best suited to the needs of the City. If selected, these firms will then be interviewed by the committee. During the interview process, the short-listed firms will be given the opportunity to discuss anticipated methods and their approach for furnishing the required services, and to seek further clarification of project elements.

SELECTION CRITERIA

The proposals will be evaluated based on the following criteria:

1. Company Experience
2. Process Details
3. Estimated Schedule to Complete the Analysis
4. Quality and Details of the Final Report
5. Cost

TAXES

The City of Florence pays SC Sales Taxes in the amount of 8%. However, the City of Florence is exempt from Federal Excise Taxes and will issue exemption certificates, if requested. **Include all taxes with your response.**

BUSINESS LICENSE REQUIREMENT

Entities that provide goods and services within the City limits are required to have a business license. The successful contractor/company will be required to contact the Business License Office, 324 West Evans Florence, SC 29501 prior to commencement of work. The Business License Office's phone number is (843) 665-3173 and the fax number is (843) 665-3171. The City's business license application can be viewed at the following URL:

<http://www.cityofflorence.com/docs/documents-city-council/download-and-print-the-business-license-application-.pdf?sfvrsn=0>

PROFESSIONAL INSURANCE REQUIREMENTS AND INDEMNIFICATION

The successful company shall procure and maintain insurance for protection from claims under workers' compensations acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any and all employees or of any person other than such employees; claims for damages because of injury to or destruction of property, including loss of use resulting therefrom; claims caused by professional errors, acts, or omission; and any other insurance prescribed by law. The successful company shall name the City of Florence, South Carolina, its elected and appointed officials, officers, and employees "Additional Insureds" as their interests may appear but only with respect to services performed or provided by successful company on behalf of the City under Consultant's commercial general liability insurance policy. The successful company shall, within 10 days of the full execution of any contract resulting from this RFP, provide the City's Purchasing Agent with a certificate(s) of insurance evidencing the coverages required above and containing an endorsement to the effect that any cancellation or non-renewal shall not be until 10 days after the insurer or the selected company gives written notice to the City.

Without limiting the provisions of paragraph above, the selected company shall during the term of any contract resulting from this purchase and maintain insurance with limits not less than those set forth below:

The successful company shall take out and maintain, during the life of the contract agreement, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than \$1,000,000.00, and in

case any such services are sublet, the company shall require all subcontractor(s) also to provide workers' compensation and employer's liability insurance in an amount not less than \$1,000,000.00 for all of the subcontractor's employees to be engaged in such.

Employer's Liability Insurance - \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 disease each employee

Commercial General Liability Insurance - \$1,000,000 per occurrence (bodily injury and property damage) / \$1,000,000 general aggregate

Automobile Liability Insurance - \$1,000,000 combined single limit (bodily injury and property damage), each accident

Professional Liability Insurance - \$1,000,000 per claim / \$1,000,000 general aggregate

Professional Services: The selected company shall indemnify and hold the City of Florence, South Carolina, its elected and appointed officials, officers, and employees, harmless from and against judgments, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs but only to the extent otherwise authorized by law) to the extent caused by any negligent act, error, or omission in the performance and furnishing of the selected company's professional services under any contract resulting from this RFP, including any negligent act, error or omission of any individual or entity directly or indirectly employed by the selected company to perform any of the work or anyone for whose acts, errors, or omissions the selected company may be liable, regardless of whether or not caused in part by a party indemnified hereunder.

Other Than Professional Services: With respect to all acts or omissions of the selected company, or any individual or entity directly or indirectly employed by the selected company to perform any of the work or anyone for whose acts, errors, or omissions the selected company may be liable, which do not arise out of or result from the performance of professional services, and which may be covered by employer's liability insurance, commercial general liability insurance, automobile liability insurance, or other general liability insurance, the selected company shall indemnify and hold the City of Florence, South Carolina, its elected and appointed officials, officers, and employees,, harmless from and against judgments, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs but only to the extent otherwise authorized by law) to the extent caused by or arising out of the selected company's negligent acts of commission or omission (or those of or any individual or entity directly or indirectly employed by the selected company to perform any of the work or anyone for whose actions or failure to act the selected company may be liable) during the performance of this Agreement.

The selected company shall require any subconsultants and subcontractors to purchase and maintain insurance with limits not less than those required above to be purchased and maintained by the selected company. In addition, the selected company shall require any subconsultants and subcontractors to assume the selected company's indemnification obligations under any contract resulting from this RFP to the extent they relate to the subconsultant's or subcontractor's obligations under any contract with the selected company.



City of
FLORENCE
SOUTH CAROLINA

REQUEST FOR PROPOSAL 2019-94
Contact Information

The following form should be completed and submitted with your proposal.

Company Name:

Address:

City, State, Zip:

Phone Number:

Fax Number:

E-mail Address:

Printed Name of Authorized Agent:

Title:

Date: