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FLORENCE
SOUTH CAROLINA

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

REQUEST FOR QUALIFICATIONS NO. 2020-36
FLORENCE SPORTS COMPLEX
PROPOSAL SUBMISSION DEADLINE: August 3, 2020 at 2:00 pm

PURPOSE OF THE REQUEST FOR QUALIFICATIONS

The City of Florence (City) is seeking statements of qualifications from qualified and licensed General Contractors for the prequalification of firms to submit, at a later date, sealed bids on the construction of a **Sports Complex** to be located at 1300 Jennie O'Bryan Parkway adjacent to the Dr. Eddie Floyd Tennis center in Florence, SC. It is anticipated that the City of Florence and the selected firms will discuss and review the design and will request sealed bids from the selected prequalified firms on the project.

Proposals are due on or before the submission deadline noted above at the Office of Purchasing & Contracting, located in the City Center at 324 W. Evans Street. All proposal packages must be sealed and have "**RFQ 2020-36 Florence Sports Complex**" clearly marked on the outside for easy identification by the City. Proposals may be hand delivered prior to the submission deadline at the address listed above. Directions may be obtained by calling (843) 665-3165. Any proposals received later than the submission deadline will not be accepted or considered.

Proposals 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 proposal, or to procure or contract for services. The City of Florence reserves the right to accept or reject any or all proposals received as a result of this Request for Proposal, 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 proposals in response to this invitation 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 successful company 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 company must make positive efforts to provide equal employment opportunity for minority and women owned businesses.

INSTRUCTIONS FOR OFFERORS

Proposals will only be accepted from responsible and responsive companies that have an established reputation in the field of Construction Services.

No proposal may be withdrawn for a period of ninety (90) days after the proposal submission date.

A responsible offeror means an offeror who has the capability in all respects to perform fully the requirements mentioned in the proposal document and the integrity and reliability which will assure good faith performance.

A responsive offeror means an offeror who has submitted a proposal which conforms in all respects to the request for proposal requirements.

PROTEST PERIOD: Any actual or prospective, offeror, or company who is aggrieved in connection with the solicitation or award of a contract/purchase order may formally protest in writing to the Finance Director. The protest may be submitted at any time during the procurement process. However, if a prospective offeror, or 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 offeror, or company has been informed of the proposal results by the Purchasing Agent. Protests received by the City following seven (7) days after evaluation results have been released by the Purchasing Agent 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 work contained herein must be noted in detail on the respondent's response for the City of Florence's consideration.

CHANGES: Any changes in this request for proposal after the purchase order/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 work in this request for proposal 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/purchase order 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 RFQ is July 27, 2020 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

Located on approximately 48 acres adjacent to the Dr. Eddie Floyd Florence Tennis Center, the Florence Sports Complex will provide local youth recreation facilities as well as serve as a regional and national sports venue. With a strong momentum of public investment in athletic facilities across Florence, the Florence Sports Complex is rooted in the City's desire to provide a track and field facility for the Florence Track Club. The Florence Track Club has over 200 athletes and currently utilizes three different practice sites due to the lack of its own dedicated facility. Upon examining other City youth athletic facilities and programs, the City also determined a need for new baseball fields. Ultimately, the Florence Sports Complex will provide tournament caliber sport facilities addressing both local youth recreation needs while also creating a sports tourism venue that attracts tournaments and teams from across the country.

1. NCAA Baseball Stadium (1,000 seats with concession/restroom buildings and a locker room)
2. Five 225 feet Little League Baseball Fields
3. High School Baseball Field
4. Track and Field Facility with a restroom/concession building
5. Access Road and Parking areas
6. Plaza and Sidewalk Connection
7. Sports Lighting
8. Irrigation System
9. Stormwater Management
10. Utilities

General Contractor Requirements

1. Shall have a South Carolina General Contractor's License
2. Shall present a resume of past experience in building outdoor athletic facilities, specifically baseball and track and field projects.
3. Shall employ a Certified Field Builder (CFB) as certified by the American Sports Builders Association (ASBA) to oversee the day to day construction of the athletic fields. Resumes to be provided. The CFB must show extensive experience in natural grass field construction and irrigation. Sub-Contractor is acceptable.

4. Shall employ a Certified Track Builder (CTB) as certified by the American Sports Builders Association (ASBA) to oversee the day to day construction of track work. Resumes to be provided. Sub-Contractor is acceptable.
5. Shall show past experience in building sport focused buildings such as locker rooms, concession stands, ticket kiosks, etc.

CONTENT OF STATEMENTS

Statements of Qualifications of interested firms should include at least the following:

1. Previous Sports Complex experience.
2. Recommendations on previous projects.
3. Availability/timeline
4. Quality of proposed subcontractors
 - a. Certified Track Builder
 - b. Certified Field Builder
 - c. Others as deemed necessary

Interested firms are requested to submit five (5) hard copies of the proposal and an electronic version placed on a thumb drive. Due to time limitations of the Selection Committee members, **statements 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.**

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

Reserved Rights

Right to Amend RFQ: Should it become necessary to revise any part of this RFQ, provide additional information necessary to adequately interpret provisions and requirements of this RFQ, or respond to written inquiries concerning the RFQ, the City reserves the right to issue an Addendum to the RFQ to all companies who received the initial RFQ. Any changes to the RFQ 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 RFQ, 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.

SELECTION PROCESS

The City of Florence has formed a Selection Committee to review the SOQ's and recommend a firm. The Selection Committee shall be comprised of the following members:

1. Public Works Director
2. Athletic Director
3. Assistant City Manager
4. Fitfields
5. Purchasing Agent

Any questions regarding this RFQ should be addressed to the City's Purchasing Agent, Lynwood F. Givens. **Please do not attempt to contact other members of the Selection Committee.**

Based upon the review of the proposals, the Selection Committee may select up to eight (8) top ranking firms deemed to be best suited to the needs of the City. If selected, these eight (8) firms may be interviewed by the committee. During the interview process, the selected 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.

Based on the qualifications and/or interviews with the short-listed firms, the Selection Committee will then issue the Official Florence Sports Complex Construction Bid Documents to those firms as part of the Formal Bid Process. These selected firms will then provide to the City of Florence a Formal Bid for the Project.

The City's Design Firm (FitFields, *Sports Consulting Division of The Dodd Studio*) will review, evaluate, tabulate and certify the bid proposals and recommend to the City the lowest responsive bidder for selection.

The City shall have sole discretion in evaluating the qualifications of responders and the suitability of their proposals to meet the City's needs. The City will also have sole discretion in evaluating and selecting the lowest responsive proposal. The City reserves the right to select the Proposal that is deemed to be in the best interest of the City. The City also reserves the right to reject any and all Proposals.

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 its 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>

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.**

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.

BUILDERS INSURANCE

The firm agrees to maintain builder's insurance while the house is under construction until the certificate of occupancy is issued.