



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

---

**REQUEST FOR PROPOSALS NO. 2023-101**  
**PROFESSIONAL SERVICES TO CREATE NEW DOWNTOWN DESIGN GUIDELINES**  
**SUBMISSION DEADLINE: February 1, 2024, 2:00 pm**

**PURPOSE OF THE REQUEST FOR PROPOSALS**

The City of Florence, South Carolina (the City) is soliciting proposals from qualified consulting firms specializing in historic preservation or a related field. The selected proposal will provide the City with services for the development of new Design Guidelines for the City's overlay districts. This project is funded, in part, by a grant from the U.S. Department of the Interior, National Park Service, and administered by the South Carolina Department of Archives and History (SCDAH). The Downtown Design Guidelines will also assist and support the City's existing and projected regulatory plans and ordinances including the *Unified Development Ordinance* (UDO) and *Comprehensive Plan and Existing City Report*. Responses should be submitted based on the information and guidelines provided in this Request for Proposals (RFP).

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

All responses must be sealed and have **"RFP 2023-101 Request for Proposals for Professional Services to Create New Downtown Design Guidelines"** clearly marked on the outside for ease of identification by the City. Submit one (1) original and four (4) copies of the proposal. Responses may be hand-delivered prior to the submission deadline at the address listed above. The City does not accept electronic/mailed responses. 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 Proposals, 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 Proposals 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 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 companies that have an established reputation in the field of history, architecture, architectural history, or historic preservation, as well as demonstrated experience creating design guidelines and experience working with local design review boards and commissions.

No response may be withdrawn for a period of ninety (90) days after the submission date.

A responsive 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 Chief Financial Officer. 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 the 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 Proposal 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 Proposals 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 January 23, 2024 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](mailto: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](http://www.cityofflorence.com).

## **PROJECT DESCRIPTION**

The current Design Guidelines were drafted in 2005 to serve as standards for City staff, residents, and appointed Design Review Board members charged with reviewing projects in Florence's historic districts. Though the City ordinance has been regularly updated, the Design Guidelines remain unaltered since their adoption nearly two decades ago. Florence's five local downtown districts see considerable activity, and often Board members are tasked with interpreting broadly written guidelines or evaluating materials that were not in use when the guidelines were written. The goal of this project will be a new document that addresses new materials and technologies, expands on and clarifies the approval process, provides updated historic standards, and includes more image-based content. Educating property owners and the general public as to the value of historic preservation and historic character are also goals of the new Guidelines. The City of Florence intends the updated Guidelines to support efforts to improve the available resources for current and prospective residents in the downtown districts, the Board members, and City staff.

## **SCOPE OF WORK**

The proposed consultant will be responsible for but not limited to the following:

### **A. Initial Meeting with City and Public Meetings**

1. City staff will schedule a meeting with the consultant before work begins to discuss the scope of work, methodology, schedule, data formatting issues, and other matters as necessary. All work associated with this request will be subject to review and approval by SCDAH.
2. City staff will also schedule an initial public meeting with the consultant to introduce the project to the public and receive public comment. This may be part of a regularly scheduled Design Review Board meeting or a separate public meeting specifically for this purpose.
3. The Consultant will be required to make a public presentation to summarize the final approved design guidelines.
4. The Consultant will be required to conduct a training workshop on use and application of the final approved design guidelines specifically for City staff and members of the Design Review Board.

## **B. Design Guidelines**

1. The consultant will tour the five (5) districts in order to understand the scale, context and architectural styles of Florence.
2. The consultant will recommend appropriate formats for the design guidelines, allowing for future updates as needed.
3. The City will choose a format and authorize the consultant to proceed with the design guidelines.
4. The document produced by the consultant will include guidelines that assist the City of Florence Design Review Board and property owners in determining appropriate design for rehabilitation of existing buildings and appropriate design for new buildings proposed for construction within the historic district. Illustrations, a combination of photographs and drawings, may include both local and national examples to accompany text to show examples of appropriate and inappropriate design choices for the district.
5. The City of Florence and SCDAAH will review a draft of the design guidelines. The Design Review Board and the public will also be afforded the opportunity to review and comment on the draft document which shall be considered in finalizing the document. The consultant will address all review comments in the final draft.

## **FINAL PRODUCTS**

The consultant will provide the City with five bound copies of the final Design Guidelines, plus one unbound security copy. The Design Guidelines should also be provided in digital format so that the City may make future additions or changes. The consultant will additionally provide SCDAAH with three bound copies, one unbound copy, and one digital copy.

As part of their proposal, Consultants should affirm their compliance with the following:

1. Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, prohibiting discrimination on the basis of race, color, national origin, disability or age in programs assisted by the U.S. Department of the Interior.
2. Debarment Certification, 43 CFR, Part 12, Section 12.510 and stating that neither the consultant nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**Final deliverables must be completed and provided to the City of Florence no later than September 15<sup>th</sup>, 2024.**

## **CONTENT OF PROPOSALS**

Proposals of interested firms should provide the following information, which will be used to establish qualifications and to select a firm.

### **1. Professional Experience and Qualifications - 25 points**

Points for this criterion will be awarded based on an evaluation of the qualifications and experience of the proposed firm. The firm's personnel experience, track record for meeting budget, quality workmanship, experience with similar projects, and all other aspects will be taken under consideration. Please provide up to three (3) references for like or similar projects.

## **2. Project Understanding and Approach - 25 points**

This criterion will award points for the firm's understanding of the goals and objectives for the project and their proposed methodology for meeting those goals and objectives. The team is expected to provide a narrative statement illustrating their clear and concise understanding of the project, potential issues, proposed solutions, and an overall project schedule.

## **3. Not to Exceed Three (3) Previous Project Examples - 15 points**

Provide up to three (3) previous project examples that are like or similar in nature to this project.

## **4. Management Plan and Timetable – 25 points**

The terms of the grant from the U.S. Department of the Interior, National Park Service, as administered by the South Carolina Department of Archives and History (SCDAH), require that all work be completed by September 30, 2024. In an effort to meet this requirement the City of Florence is requiring that final deliverables be provided to the City no later than September 15<sup>th</sup>, 2024 to allow for adequate review.

## **5. Proposed Cost of Project- 10 points**

Provide a detailed cost of the project outlining unit costs for all proposed items. A cost worksheet is attached to this document.

**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 Responders:** 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 five (5) copies of the proposal. Due to time limitations of the Selection Committee members, responses should be limited to no longer than twenty (20) single-sided pages. Please include tab dividers for easy access to each section of the proposal (tab dividers do not count toward the 20-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.

## **SELECTION PROCESS**

The City has formed a Selection Committee to review the proposals and recommend a firm. The Selection Committee will be composed of the following members:

1. Downtown Development Manager
2. Senior Planner
3. Utilities Operation Director
4. Assistant City Manager
5. Purchasing Agent

Any questions regarding this RFP should be addressed to the Purchasing Agent, Lynwood F. Givens in writing to [lgivens@cityofflorence.com](mailto:lgivens@cityofflorence.com). Please do not attempt to contact members of the Selection Committee. **The deadline to submit questions is January 25, 2024.**

The Selection Committee will review all responses in accordance with the Evaluation Criteria outlined herein and make a final selection. All submissions must conform to this RFP. The Selection Committee reserves the right to interview any or all of the respondents if it is determined to be in the best interest of the City.

The submissions will be evaluated based on organization, completeness, and sufficiency of information requested throughout the submission. The factors for award directly correspond to the RFP requirements as previously outlined and have been assigned a point value.

Based upon its review of the evaluation and selection criteria itemized in the content of the proposals section, above, the Selection Committee may short-list three firms deemed to be best suited to the needs of the City. If selected, these three 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 the project elements.

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 firm. Upon completion of the negotiations, the committee will make its recommendation to the City Manager.

**The City shall have sole discretion in evaluating the responses and the suitability of the 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.**

#### **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: <https://www.cityofflorence.com/business-licenses/licenses-and-fees>

#### **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 with the City, 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 RFQ to the extent they relate to the subconsultant's or subcontractor's obligations under any contract with the selected company.





## **REQUEST FOR PROPOALS NO. 2023-101**

### **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:**