

Office of Purchasing/Contracting

324 W. Evans Street

Florence, South Carolina 29501

# REQUEST FOR QUALIFICATIONS (RFQ) NO. 2025-16 DESIGN SERVICES FOR THE LEVY PARK REIMAGINATION PROJECT SUBMISSION DEADLINE: March 20, 2025 at 2:00 pm

### PURPOSE OF THE REQUEST FOR QUALIFICATIONS

The City of Florence (City) is seeking statements of qualifications from professional design teams interested in contracting to provide design services for the redevelopment of Levy Park. It is the expectation that the Design Team will use the conceptual master plan (attached) to guide the final design process and development of construction documents for implementation.

The City intends to select one (1) Team to provide professional design services for this project. It is anticipated that the City and the selected Team will discuss and define a detailed scope of work and negotiate a contract for the project.

This RFQ 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 design team. Design teams are welcome to establish consortiums or teams of firms in connection with this RFQ. The final selection of the firm or firms will be based on the criteria set forth in this RFQ.

All responses must be sealed and have "RFQ 2025-01 Design Services for the Levy Park Reimagination Project" clearly marked on the outside for ease of identification by the City. Responses may be hand-delivered to 324 W. Evans Street, Florence, SC 29501 prior to the submission deadline. 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 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 <u>must</u> 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 RFQ is <u>March 11, 2025</u> at 5:00 pm. All questions must be directed to Lynwood F. Givens, Purchasing Agent in written format and e-mailed to <u>lgivens@cityofflorence.com</u>.

A complete copy of the City of Florence Purchasing Policies and Procedures Manual can be downloaded from the City of Florence website at <a href="https://www.cityofflorence.com">www.cityofflorence.com</a>.

### PURPOSE OF THE RFQ

The City intends to contract with one firm to develop a working design/construction plan set that is acceptable to the City; hold up to three (3) public meetings; will utilize the existing properties within the Levy Park boundary; to prepare drawings, specifications and contract documents for the bidding to construct the proposed plans; to provide estimates of project cost at appropriate stages of the design project; to assist the City in advertising the project for bids and execution of a contract for the construction work; and to provide inspection and contract administration services during construction.

### **Project Budget**

The redevelopment of Levy Park has an approved budget of approximately \$17,800,000.00. This established budget includes all costs and fees associated with the design services and the construction services. To ensure delivery within budget, the Team shall provide up-to-date and professionally developed cost estimates; provide clear, detailed and unambiguous construction documents; specify cost-effective materials and construction techniques; develop bid schedules that, if necessary, allow flexibility in making post-bid adjustments to the size and scope of the construction. The City intends to utilize best commercial practices to accomplish the goals of this project, expects the Team to proactively address risks and challenges in the process, and participates in improvement activities to achieve project success. The City also expects to work with the Team to maximize the overall quality, cost savings, and goals to be outlined by the City.

### **PROJECT DESCRIPTION**

The City of Florence was awarded the Outdoor Recreation Legacy Partnership (ORLP) grant provided by the National Park Service. The selected firm will work with city staff to implement and execute the conceptual plan that was submitted and approved by the Federal agency. The project is comprised of a variety of improvements that includes renovation and/or reconfiguration of sports fields and courts, development of one mile of walkways and internal looping sidewalks that will provide ADA accessibility to existing and proposed ballfields, playgrounds, fitness equipment, parking and other improvements such as shade trees, sensory gardens, and native planting.

Based upon the federal funding requirements it is imperative that final design follows the conceptual plan outlined within the grant submittal. The Award Agreement including the grant submittal will be available for the Team's use for this Request for Qualification and is attached. It is expected that each Team review this document as a guide to understand the intent and objectives that the City expects to accomplish with this project.

The Design Team's scope of work will include, but is not limited to:

### **Site inventory and Evaluation**

- 1. Survey of property, inventory of existing conditions, and environmental site assessments have already been completed and will be provided.
- 2. Preliminary evaluation of proposed site use and provide recommendations on constructability, time, labor and scheduling related to project cost.

### **Design Development**

- 1. Based on the Award Agreement of the conceptual design (provided by the City), the design team will begin to refine the design to include the following information:
  - a. Building Design: limited building design is included in this project, but will be focal points throughout. Structures include: restroom, storage, picnic shelters, and dugouts.
  - b. Site Design: final site design to include, but not limited to, stormwater design, sports field design, court design, landscaping, parking lot, walking paths, and other amenities.
- 2. Expand the conceptual master plan to the design development level for architectural and civil products and procedures.
- 3. Conduct design meeting with City staff on a needed basis.
- 4. Review, update and confirm project schedule.
- 5. Provide consistent updates to the projects projected cost to insure project within the limits of the budget.

### **Public Meeting**

1. It is expected that three (3) public meetings will be held at the current Levy Park Community building to allow for public input and review. City staff will lead the introduction and direction of the public meeting, but the Design Team is expected to facilitate and lead the interaction (charette).

### **Permitting, Review and Approvals**

- 1. Submit plans and applications to regulatory agencies.
- 2. Secure approvals from all other state or local agencies to include, but not limited to: SCDHEC, SCDA, USDA, etc...
- 3. Coordinate the construction or relocation of utilities if necessary.
- 4. Attend meetings, as necessary, for all approvals.

### **Construction Documents**

- 1. Based on the approved Design Development plan, resolve all review comments from prior design phases, and all comments from state, local and other agencies.
- 2. Prepare and finalize all construction drawings and specifications to include, but not limited to: building systems, site utilities, and all drawings necessary to sufficiently complete the project and conform to the budget.
- 3. Obtain necessary permits to construct the project.
- 4. Conduct a final design meeting(s) to present final design to the City of Florence.

### **Construction Administration**

- 1. Provide construction administration and observation associated with the construction of the project.
- 2. Conduct a preconstruction meeting with the necessary agencies.
- 3. Conduct monthly site observations to confirm quantities, and process and recommend pay requests by the general contractor.
- 4. Conduct project meetings on an as needed basis, not to exceed one per month.
- 5. Process and recommend pay requests provided by the general contractor.
- 6. Provide interpretations of prepared drawings and specifications, shop drawing review and approval, and prepare all change orders.

### Post Construction Phase/Deliverables

1. Prepare as-built documents based on information received from the contractor in AutoCAD or in such other format as the owner requires.

2. Assist in project closeout, establishment of warranties and guarantees.

### STATEMENTS OF QUALIFICATIONS

At a minimum, successful submittals shall demonstrate experience and technical competence with the following requirements:

- 1. Information regarding the Team history including, but not limited to, location of main and satellite offices, length of time in business, annual design service workload for the past three (3) years;
- 2. Demonstrated history of successful public projects;
- 3. Education, technical training, and experience of owners and key personnel;
- 4. The team's experience in designing and construction of similar projects, stating the names of the projects, dates of completion, locations, owners, a brief description of the project, the budget of the project, and whether there were any cost or completion date overruns;
- 5. Past performance as reflected in evaluations by previous and current clients with respect to factors such as control of costs, quality of work, and meeting deadlines. The Team should include references from no more than five owners for which the firm has performed work that is similar to the proposed Project or that is relevant to the City's consideration. Please include the name of the owner's representative and the telephone number at which the representative can be contacted, a brief description of the project and any other relevant information;
- 6. The Teams past experience with grant funded projects;
- 7. The Teams performance to effectively provide contract and construction administration services utilizing effective team communication and working methods

Statements of Qualifications and 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 and interview up to three firms deemed to be best suited to the needs of the City.

Based on the proposals and interviews with the short-listed Teams, the Selection Committee will select one (1) Team for contract negotiation. The price proposal of the selected Team will be opened. Based upon the Teams price proposal the Committee will attempt to negotiate a scope of services and contract price that is satisfactory to the City and the Team. 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 Team if satisfactory contract negotiations cannot be concluded.

The City wishes to select and enter into a contract with the selected firm by **April 7, 2025** to begin working immediately on the Project. Design professionals wishing to submit a statement of qualifications and proposal for the Project must do so in writing by submitting five copies of the statement of qualifications and proposals in a sealed envelope marked "Design Services for the Levy Park Reimagination Project" on or before **March 20, 2025 at 2:00 pm.** 

### **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.

Contractors are requested to submit seven (7) 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.** 

### STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA AND SCORING (100 TOTAL POINTS)

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.

### Design Team experience and qualifications- 25 points

Points for this criterion will be awarded based on an evaluation of the qualifications and experience of the proposed lead design firm. The design team's personnel experience, track record for meeting budget, quality workmanship, experience with similar projects, experience with grant funded projects, and all other aspects will be taken under consideration.

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

This criterion will award points for the teams 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 comprehensive narrative statement illustrating their clear and concise understanding of the project, potential issues, proposed solutions, and an overall project schedule. The team should also provide its approach in completing each project phase including deliverables, proposed construction schedule, and any other items deemed necessary.

### Not to Exceed Three (3) Previous Project Examples- 20 points

Provide up to three (3) previous project examples that illustrate the concept, style, budget, and objectives of the proposed projects. Previous projects can include photos, conceptual renderings, and project descriptions.

### **Statement of the Teams Commitment- 20 points**

Points awarded for this criterion will be based upon the team's statement of their commitment to the project, budget and completion. Provide the team's current workload and availability of personnel.

### Previous Work Experience with or within the City of Florence- 5 points

Provide a statement describing past experience of the teams work within and/or with the City of Florence.

### **Location of Office- 5 points**

Provide the location(s) of the office(s) in which the work will be performed.

A schedule of hourly rates, per diem, mileage, etc. shall be submitted in a sealed envelope under separate cover.

### **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.

### **SELECTION PROCESS**

A 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 RFQ. 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 Selection Committee will be comprised of the following members:

- Parks, Recreation, and Sports Tourism Director
- Parks, Recreation, and Sports Tourism Assistant Director
- Planning Director
- Utility Operations Director
- Assistant City Manager

Any questions regarding this RFQ should be addressed to the Purchasing Agent for the City of Florence. Please do not attempt to contact other members of the Selection Committee.

### PRE-PROPOSAL MEETING (MANDATORY)

The City will host a <u>mandatory</u> Pre-Proposal Conference at <u>324 W Evans Street</u>, <u>Florence</u>, <u>SC</u>. This will be conducted on **March 6th at 2:00pm**. Virtual attendance will be permitted, and a link will be provided upon request. Responders to the Request for Proposals are required to attend the pre-proposal conference and are encouraged to have questions prepared prior to the meeting. For questions regarding the pre-proposal conference please contact The City of Florence Procurement Officer, Mr. Lynwood Givens, at 843-665-3162 or by email to <u>lgivens@cityofflorence.com</u>.

### PERFORMANCE/PAYMENT BONDS

A performance and payment bond, each in the amount of 100% of the final contract price of the <u>construction</u> <u>portion</u> of this project will be required of the successful firm. The successful firm will be required to furnish the required performance and payment bonds within ten (10) business days after written notice of formal award of contract. (The City of Florence may consider alternatives to the bonding requirement. **Determination of any bonding requirement alternative shall rest <u>solely</u> with the City of Florence.)** 

### **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-license/licenses-and-fees

### 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 RFQ, 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 RFQ, 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 QUALIFICATIONS NO. 2025-16 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:	