



**City of Cayce, South Carolina**

**Request for Qualifications**

**To Provide Professional General Contractor Services**

**I. Introduction**

The City of Cayce is requesting proposals from qualified General Contractors to provide professional construction management services on an “as needed” basis for a two-year term. This Request of Qualifications (RFQ) for construction services seeks to find a company that will provide plans, specifications and estimates, review plans, assist with design and master plan projects, and assist and/or design city construction projects. The City of Cayce will select and negotiate with a team whose responses meet the requirements listed below.

**II. Background:**

The City of Cayce is a growing community in the heart of central South Carolina along the banks of the Congaree River. With our growing population (over 14,000 and rising), the City is seeking a two-year term agreement to assist the City with General Contractor Services design and construction management. The City is a full-service City with eight buildings, a Riverwalk, and several parks that need updating and maintenance.

**III. Objective:**

This Request for Qualifications (RFQ) is for a team to provide professional general contractor services. The On-Call GC Services shall generally include, but not be limited to interior fit-out and repair work; carpentry and finish work; mechanical and plumbing work; electrical work (interior and exterior); system controls; exterior façade, waterproofing and roofing work; exterior civil/site work, including excavation; marine construction; testing procedures/probes; work in parks and other public spaces; landscaping and irrigation; masonry and pavement; and historic preservation. The selected Proposers shall be prepared to provide the specified types of construction. The On-Call Projects will typically include, but may not be limited to, projects which are relatively straightforward and/or lower-cost, as well as projects performed in response to emergency situations or under time exigencies.

1. Preparation of plans and specification for construction projects varying in complexity, for a portion or the entire project. This may include but is not limited to:
  - a. Cost estimates
  - b. Surveying
  - c. Construction
  - d. Demolition
2. Professional general contractor services, which may include, but are not limited to review and approval of submittals.
3. Construction management, which may include, but is not limited to daily construction observation and documentation, coordinating contractor's work, and enforcing schedule commitments.
4. Preparation of permit applications for local, state, and federal requirements applicable to the projects.
5. Advice on Capital Improvement projects including consultation on development of a cost estimate and priority level.
6. Ability to work effectively with City staff, the public and regulatory agencies.
7. The City of Cayce reserves the right to determine whether offerors have the minimum qualifications to perform a contract of this type. The determination by the City concerning offeror qualifications shall be final.
8. The firm chosen will work with the City on engineering contracts for \$25,000.00 and under, in accordance with the City of Cayce procurement policy. Projects over the \$25,000.00 cost will be given priority to the chosen firm but may need to be bid on a case-by-case basis. Emergency projects may be exempt from the procurement policy.

#### **IV. Submission Instructions**

Three (3) paper copies can be delivered in person during City working hours or mailed by the due date. If emailing proposal, emails must also be received no later than the date specified in the Schedule below. It is the responsibility of the Proposer to ensure that emails are successfully delivered to the RFP contact. Proposals should be clearly marked "Proposals for Professional Contractor Services" as shown on the title page of this formal solicitation.

Submit proposals to:

Jim Crosland

1800 12<sup>th</sup> Street Ext.

Cayce, SC 29033

[jcrosland@caycesc.gov](mailto:jcrosland@caycesc.gov)

## **V. Withdrawal of Proposal**

Submitters may withdraw their submitted Proposal at any time by giving written notice to the RFQ Contact.

## **VI. Proposal Errors**

Submitters are cautioned to verify their Proposal prior to submission. Negligence on the part of the submitter in preparing the Proposal confers no right of modification of the Proposal after the closing time for its receipt. Inadvertent errors (such as the omission of one page of a multi-page document) that have a correction submitted after the designated submission time may be considered at the sole discretion of the City if the submitter submits with the correction sufficient information to prove that the error was inadvertent. Such amendments are not favored, and in the case of doubt, requests will be denied.

## **VII. Late Proposals; Misrepresentations**

Late Proposals will not be accepted. The City does not specify the method by which Proposals are to be delivered; therefore, it cannot be held responsible for any delay, regardless of reason, in the receipt of Proposals. Proposals delivered by mail or messenger will be considered only when said Proposals are received on or before the due date and time. The City does not guarantee that Proposals received in the building by mail or messenger will be delivered at or before the time the proposal is due. Any material misrepresentations made by the submitter(s) will void the response and eliminate the submitter(s) from further consideration. The City reserves all rights with regard to this solicitation.

## **VIII. Grounds for Protests**

Protest of Contents of Solicitation (Invitation For Bids or RFQs or other solicitation documents, whichever is applicable, or any amendment to it, if the amendment is at issue): Any Proposer who is aggrieved in connection with a solicitation document shall file a written protest to the City Manager, [thegler@caycesc.gov](mailto:thegler@caycesc.gov), within four calendar days of the date of posting of the solicitation, RFQ, RFP, or other solicitation document or any addendums to it on the City's website.

Protest of Award: Any Proposer who is aggrieved in connection with the award of the contract shall file a written protest with the City Manager within four calendar days of the date the Intent to Award memorandum is posted on the City's website. Any matter that could have been raised pursuant to the section above on protest of contents of solicitation, may not be raised as a protest of award.

Exclusive remedy: The rights and remedies granted in this section to Proposers, either actual or prospective, are to the exclusion of all other rights and remedies of Proposers against the City.

Failure to file a timely protest: If Proposer fails to request a protest within the four calendar days, the solicitation or award shall be final.

**IX. Procedures for Protests**

Protest: A protest must be in writing, filed with the City Manager, and set forth the grounds of the protest and the relief requested with enough specificity to give notice of the issues to be decided. The protest must be received by the City Manager within the time provided.

Burden of Proof: The protestant bears the burden of proving the validity of the protest or claim against the City.

Administrative Review and Decision: The City Manager will conduct an administrative review of all claims set forth within the protest document and shall issue a decision in writing within four calendar days of receiving the protest.

Appeals of Decision: Any appeal of the City Manager’s decision pursuant to the above paragraph must be filed with the City Manager, in writing, within four calendar days of the date of the decision. The City Council shall hear and decide any appeals at its next regular or special council meeting.

Stay of Award: The contract award is stayed until issuance of a final decision by the City. Once a final decision is issued, the filing of a petition to appeal that decision does not stay enforcement of the City’s decision to award the contract.

**X. Incurred Cost and Return of Proposals**

All costs incurred in the preparation and submission of Proposals shall be borne by the submitter. The City is under no obligation to return any Proposals or materials submitted by the submitter as a response to this RFQ.

**XI. Reserved Rights**

The RFQ Evaluation Committee shall represent the City in all matters pertaining to this RFQ and reserves the right to reject any and all Proposals during any stage of this RFQ, or to modify, withdraw, cancel, or reissue this solicitation, either in whole or in part, in the event that responses are deemed inadequate or that it is otherwise in the best interest of the City.

The RFQ Evaluation Committee also reserves the right to disregard any minor informality in the RFQ when, in its opinion, the best interests of the City will be served by such action.

The City of Cayce reserves the right to enter negotiations with a single company OR may create a short list of firms, based upon qualifications and pricing, and may conduct interviews, engage in further discussion, or negotiate pricing terms.

Responses to this RFQ must include the following:

1. Cover Letter and Table of Contents

The response must include a cover letter giving a brief summary of the contents of the RFP and a table of contents laying out each section with corresponding page numbers.

2. Introduction and Qualifications

This section will need to contain an overview of the company. The introduction shall indicate the legal name, address, website, telephone number, and local contact. The company will provide an overview and history of the company including identifying all members who will be working with the City and their experience. The company will also describe its history with other local governments for which it has provided similar services in the past.

3. Cost Breakdown

Provide a fee schedule, including hourly rates for professional services, construction management, surveying services, and any necessary support staff.

4. References

Provide at least three references for which the firm has performed similar services, within the last five (5) years. Provide the reference contact name, address, email address, telephone numbers, summary, and date of services provided (including specific projects related to above criteria and cost).

**XII. Term of Award**

It is the City's intent to award the contract(s) for an initial two-year period with the option to renew for two additional years or a maximum of four years. The decision to renew the contract(s) will be at the sole discretion of the City. Proposers must agree to fix contract fees for at least the first two years. If the company intends to revise its fee schedule after the initial period, it must give written notice to the City at least ninety (90) days in advance of any fee change. Fees may be changed only on the contract anniversary date. These fees are subject to negotiation and approval by the City.

**XIII. Termination**

The City reserves the right to cancel the contract, at any time, without cause and without penalty with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the Proposer of any obligations for any deliveries entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

#### **XIV. Evaluation**

A City Staff Team will evaluate the proposals based on the factors outlined within section IV, which shall be applied to all eligible, responsive proposals in selecting the successful submitter. The City Team reserves the right to disqualify any proposal for, but not limited to: person or persons or proposals it deems as non-responsive and/or non-responsible; a failure to respond to each section; or whose experience does not describe the competencies required. The City Team reserves the right to make such investigations of the qualifications of the proposer as it deems appropriate. Award of any project may be made without discussion with proposers after responses are received. The City reserves the right to cease contract negotiations if it is determined that the Proposer cannot perform services specified in their response. Proposals will be evaluated on the following factors:

1. Experience in construction management
2. Experience with local governments and public works related projects
3. Past performance with The City of Cayce and/or other local government agencies
4. Ability to provide “real time” service to client and projects
5. Ability to meet schedule deadlines and budget constraints
6. Quality of submittal
7. Familiarity with State and/or Federally funded projects and requirements

#### **XV. Questions, Contact, Timeline**

Any questions about this RFQ shall be submitted via email to [icrossland@caycesc.gov](mailto:icrossland@caycesc.gov) . The deadline for all submissions is August 4, 2023, at 2:00 p.m.

#### **XVI. Additional Information**

Issuance of this RFQ and receipt of proposals does not commit the City to award a contract. The City reserves the right to postpone receipt or selection date, accept or reject any or all proposals received in response to this RFQ, or to negotiate with any of the firms submitting an RFQ, or to cancel all or part of this RFQ process.

#### **XVII. Freedom of Information Act**

All proposals will be treated as public information unless it is specifically requested that portions of the bid be exempt from disclosure under the Freedom of Information Act, SC Code of Laws Section 30-4-40 (a) (1). It is the Proposer’s responsibility to notify the City of any proprietary information listed in proposals submitted. Any information in which the proposer considers proprietary MUST be clearly marked “proprietary” next to the relevant part of the text in order for it to be treated as such. If a contract is signed with your institution, the contract document is not exempt from disclosure.

All Freedom of Information (FOIA) requests must be sent to the City Clerk, PO Box 2004, Cayce, SC 29171.

**XVIII. Equal Employment Opportunity**

Contractor agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based upon race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments or the South Carolina Human Affairs Law, except as permitted by said laws.

**XIX. Indemnification**

1. The contractor and any of its subcontractors shall indemnify, defend, hold harmless and reimburse the City, their agents, officers and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever, relating to or arising out of any action or failure to act, by the contractor, its subcontractors, officers, agents and employees, or relating to or arising out of the performance or failure to perform by the contractor, its subcontractors, officers, agents and employees of any of the obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, a taking, whether direct or indirect (inverse), loss of use and/or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs and attorney's fees for an appeal.
2. The City of Cayce shall promptly notify the contractor of any civil or criminal actions filed against it or of any notice of violation from any federal or state agency or of any claim as soon as practical. The contractor upon receipt of such notice shall have the right at its election to defend any and all actions or suits or join in the defense. Nothing herein shall be construed to prevent the City from defending their own interest.

**XX. Subcontracting**

If any part of the work covered by this RFQ is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the City of Cayce. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

**XXI. Insurance**

The amount and types of insurance required should be commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the contractor shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

<b>Schedule</b>	<b>Limit</b>
Workers Compensation (as required by the State of South Carolina)	Statutory
Commercial General Liability Premises Operations Single Limit Contractual Liability Independent Contractors Personal Injury Products – Completed Operations	\$1,000,000 (Per Occurrence)
Professional Liability	\$1,000,000 (Per Occurrence) \$2,000,000 (Aggregate)
Automobile Liability (all owned, non-owned, and hired)	\$1,000,000 Combined (Per Occurrence or tort claim liability whichever is greater)

The contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the City. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the City. The City of Cayce, its officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contract; products and completed operations of the contractor; premises owned, occupied or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Cayce, its officials, employees, or volunteers. To accomplish this objective, the City of Cayce shall be named as an additional insured under the contractor's insurance as outlined above.

The contractor shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the



subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

**XXII. Worker's Compensation Coverage**

The contractor shall comply with the State law known as the Worker's Compensation Act. The contractor shall maintain such insurance as will protect both contractor and the City from claims under Worker's Compensation Acts and from any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations are by the contractor, or anyone directly or indirectly employed in the work.