

# City of Cayce, South Carolina

# **Request for Quotes for**

# **Glenwood Park Improvements**

RFQ Issue Date:

RFQ Contact: (for any questions or requests for clarification)

Send Quotes to (Mail):

November 1, 2024

Michael Conely Interim Deputy City Manager mconley@caycesc.gov

City of Cayce Glenwood Park Improvements RFQ Attn: Michael Conley 1800 12<sup>th</sup> Street Cayce, SC 29033

Send Quotes to (Electronic):	mconley@caycesc.gov
RFQ Closing Date and Time:	December 6, 2024 by 4:00pm
Number of Quote Copies Requested:	1

RFQ Evaluation Committee:

Mike Conley Interim Deputy City Manager

> Mendy Corder City Clerk

Kelly McMullen City Treasurer

### City of Cayce, South Carolina

**Request for Quotes for** 

#### **Glenwood Park Improvements**

#### I. Introduction

The City of Cayce is requesting quotes from qualified contractors to assist the City with improvements to Glenwood Park. This project will include demolition of current structures and equipment, installation of new structures and equipment, as well as cleaning and repairing a portion of the park. All new components of this project shall meet ADA standards where applicable.

#### II. Submission Instructions

The City of Cayce invites qualified contractors to submit quotes for the scope of work as described below. One (1) paper copy 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 RFQ contact. Proposals should be clearly marked "Glenwood Park Improvements RFQ" as shown on the title page of this solicitation.

Submit proposals to:	Michael Conley, Interim Deputy City Manager <u>mconley@caycesc.gov</u> 1800 12 <sup>th</sup> Street Cayce, SC 29033
Deadline for Submissions:	December 6, 2024, at 4:00pm

The City reserves the right to reject any and all proposals, to waive any informalities or irregularities and to make the selection among the quotes as are deemed in the best interest of The City. The City is not liable for any costs incurred to prepare or present a response to this Request for Quote (RFQ). The City will not accept late proposals and will not be responsible for any errors presented in a submission by a proposer.

#### III. Project Area Description

The proposed project will take place at the City of Cayce's Glenwood Park located in the 1200 block of Hazel Street in Cayce, South Carolina. Maps are provided below:

Map of Cayce showing location of Glenwood Park Map of Glenwood Park (aerial)

### IV. Scope of Work

Quotes must include all costs associated with the following work to be completed:

- 1. Remove poles from volleyball net. Fill in holes with concrete.
- 2. Remove two basketball goals and install two new game-setter MVP basketball goals including 20" pole pad wrap-around.
- 3. Clean and repair concrete basketball court, layout, and paint court lines.
- 4. Install four (4) new in-ground mounted steel benches with back rest. Two (2) will be placed on each side of the court. See model# WB277154IGN for reference.
- 5. Install new diamond steel trash receptable, 36 gallons. See model WB261924GN for reference.
- 6. Demolition of 10x10 pavilion and concrete pad.
- 7. Install new 10x10 pavilion and concrete pad closer to the basketball court (exact location to be determined by the City and the approved contractor).
- 8. Install drinking water fountain with pet bowl dispenser at the pavilion sidewalk. See model Elkay LK4400DBEVG for reference.
- 9. Demolition of old fence at front entrance and install 100' of 4' black vinyl fence with 5' gate on front side of park.

# V. Criteria for Evaluation

Quotes will be evaluated based on the following criteria (Note: these criteria are not necessarily listed in order of importance):

- 1. Responsiveness to the requirements of the RFQ, as well as the relevance of the responses to the needs of the city.
- 2. Experience and qualifications of the proposing contractor.
- 3. Cost proposal

# VI. 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.

# VII. 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.

### VIII. Indemnification

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. 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.

### IX. 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.

#### X. Insurance

The Contractor shall be duly licensed and bonded by the State of South Carolina. A copy of the certificate of insurance evidencing such insurance shall be provided to the City of Cayce prior to the execution of any agreement. Notice of cancellation of such insurance shall be given to the City of Cayce by Contractor's insurer at least sixty (60) days prior to cancellation. All work performed and not otherwise specifically identified in any agreement shall have a warranty period of ten (10) years from the time the Work is completed.

#### XI. Grounds for Protests

Protest of Contents of Solicitation (Invitation For Bids or RFPs 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 Interim City Manager, <u>jcrosland@caycesc.gov</u>, 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 Interim 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.

### XII. Procedures for Protests

Protest: A protest must be in writing, filed with the Interim 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 Interim 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 Interim 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 Interim 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.

# XIII. 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.

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.

# XI. Additional Information

Selected contractor(s) must obtain all appropriate City of Cayce permits and licenses upon contract agreement.