



CALHOUN COUNTY

REQUEST FOR PROPOSALS

LEGAL AND CONSULTING SERVICES

CALHOUN COUNTY

Request for Proposals

No. 04/2020

Issue Date: November 18, 2020

Solicitation Name: VISION 2040 Strategic Comprehensive Plan

Return Submissions No Later Than 3:00 P.M., Tuesday, December 1, 2020

SEND PROPOSALS TO:

Marc Briggman
Procurement Officer
Calhoun County
102 Courthouse Drive, Suite 112
St. Matthews, South Carolina 29135

**One (1) Original, Three (3) Hard Copies of your Submission are required.
Proposals submitted via facsimile machine or email are unacceptable.**

MUST BE SIGNED TO BE VALID

By signing this Statement, I certify that we (our firm) will comply with all requirements of Section 44-107-10 ET Seq., relating to the S.C. Drug Free Workplace Act.

| | | |
|----------------------|--------------|------|
| AUTHORIZED SIGNATURE | PRINTED NAME | DATE |
| COMPANY | | |
| MAILING ADDRESS | | |
| CITY/STATE/ZIP CODE | PHONE | |

SUBMISSION OF QUESTIONS

All questions or requests for information must be submitted as indicated below. Forward all questions or requests for additional information to Marc Briggman, Procurement Officer, Calhoun County, 102 Courthouse Drive, Suite 112, St. Matthews, South Carolina 29135. Mark the envelope "RFP Questions", (803) 874-1242 (fax) or E-mail mbriggman@calhouncounty.sc.gov **Questions must be submitted in writing and received by Wednesday, November 25, 2020.** After this date, no further questions will be addressed. After all responses have been received, a written response will be emailed to all responding firms.

Return this signed form with proposal package

Must include an original copy signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the Proposals.

PART I
GENERAL INFORMATION

Proposals will be considered as specified herein or attached hereto under the terms and conditions of the submission.

Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address). The original copy must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the Proposals. Proposals are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.

One (1) Original, Three (3) copies of your Proposal are required.

By submission of your signed Proposal, you are certifying that if awarded a contract in excess of \$50,000 under this solicitation, you will comply with Title 44, Code of Laws of South Carolina, 1976, relating to health, Chapter 107, the Drug-Free Workplace Act.

Proposals submitted via facsimile machine are unacceptable.

PART II **SCOPE OF PROPOSALS**

Calhoun County, South Carolina is requesting proposals from professional firms for assistance in the creation of a new Comprehensive Plan in accordance with South Carolina Code Title 6 Chapter 29. The intent of this Request for Proposals is to procure professional third-party consulting services to undertake appropriate land use planning processes, environmental analysis, economic, demographic, transportation and fiscal analyses, coordinating community engagement and public participation with the result being the preparation of an entirely new Comprehensive Plan for the County of Calhoun, South Carolina. This Plan shall be prepared in accordance with established and well-recognized State Laws, as well as conventional, systematic planning practice and design, serving to create an innovative, visionary policy guideline document accounting for rapid growth, design principles, as well as the continued utilization of existing and functional, conservative County land use planning policies.

The final product will be a completely new, stand-alone, Comprehensive Plan, providing a 20-year, long-range vision for a local government that has use for such an updated document. This document will include all of the mandatory surveys and studies upon which the data is based, inventories of existing conditions, a statement of needs and goals and implementation strategies with general time frames and funding alternatives to support the communities needs within a minimum of the nine required planning elements, as well as complete long-range capital improvement plan. The production shall include coordination with all local school districts, infrastructure providers, municipalities, adjoining counties and other governing jurisdictions, as may be affected by such a Plan.

All Proposals must be complete and carefully worded and must convey **all of the information requested in the RFP** in order to be considered responsive. If the statement fails to conform to the essential requirements of the RFP, then Calhoun County will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments and the successful firm's signed Statement. In the event of a conflict between the two documents, this RFP shall govern.

CALENDAR OF EVENTS

Distribution Date: **November 18, 2020**

Questions Deadline **November 25, 2020**
3:00 PM EST

- Responses will be prepared and distributed via email.

Submittal Deadline: **December 1, 2020**
3:00 PM EST

Tentative Evaluation Meeting: **December 2, 2020**

Tentative Commission Approval: **December 3, 2020**

Tentative Council Approval: **December 14, 2020**

Tentative Contract Start Date: **December 15, 2020**

***Times are tentatively scheduled committee meetings that may run behind or ahead of schedule.**

PART III

SCOPE OF WORK

It is the intent of Calhoun County to solicit Proposals from professional firms for assistance in the creation of a new Comprehensive Plan in accordance with South Carolina Code Title 6 Chapter 29. The intent of this Request for Proposals is to procure professional third-party consulting services to undertake appropriate land use planning processes, environmental analysis, economic, demographic, transportation and fiscal analyses, coordinating community engagement and public participation with the result being the preparation of an entirely new Comprehensive Plan for the County of Calhoun, South Carolina. This Plan shall be prepared in accordance with established and well-recognized State Laws, as well as conventional, systematic planning practice and design, serving to create an innovative, visionary, policy guideline document accounting for rapid growth, design principles, as well as the continued utilization of existing and functional, conservative County land use planning policies.

The final product will be completely new, stand-alone, Comprehensive Strategic Plan, providing a 10-20-year, long-range vision for a local government that will become the go to document for guidance in decisioning for quite some time. The final decision on what the plan's horizon will be decided during the contracting phase of the engagement. Each proposer should recommend in their proposal the long-range horizon they feel is best for this engagement. This document will include all of the mandatory surveys and studies upon which the data is based, inventories of existing conditions, a statement of needs and goals and implementation strategies with general time frames and funding alternatives to support the communities needs with a minimum of the nine required planning elements. The production shall include coordination with all local school districts, infrastructure providers, municipalities, adjoining counties and other governing jurisdictions and agencies, as may be affected by such a Plan. The County expects that the project team will work with administration and staff to minimize costs where possible by utilizing staff to complete parts of the project in house; for example, coordination of media, surveys and other communications with the public, partners and other stakeholders, as well as capital improvement planning, etc.

The successful firm will be responsible for, but not limited to, the following:

1. Preparation of a Comprehensive Strategic Plan for Calhoun County SC in accordance with SC Code 6-29. Therefore, all plan elements should be at a minimum updated, if not completely redone.
2. Review previous planning efforts, to include, but not be limited to, the following:
 - a. Calhoun County's Comprehensive Plan (2014)
 - b. Calhoun County Zoning Ordinance
 - c. Land Development Regulations
 - d. Sandy Run Zoning Ordinance (currently in draft form)
 - e. Calhoun County Zoning Maps
3. Coordinate with appropriate staff about the current versions of the above-mentioned items. Familiarize yourself with the County through elected official, stakeholder, citizen and staff engagement

4. Hold at least four (4), or more if needed, public engagement events to obtain the view of citizens and existing business owners about the current state and the future vision of the county.
5. Deliver a concise, user-friendly final document incorporating graphics, narrative, goals, objectives, recommendations, maps and exhibits in formats transferrable to County staff and software.
6. Present draft and final plan elements to Planning Commission for recommendations.
7. Present final plan to Calhoun County Council prior to adoption, via public hearing.
8. One Digital and 15 color-printed copies of the final plan document.

BACKGROUND

Calhoun County is located in the Midlands of South Carolina and is bordered by Lexington, Richland, Sumter, Clarendon and Orangeburg Counties. The centralized location and pastoral open spaces of Calhoun County help to provide a relaxed country lifestyle while maintaining convenient access to some of South Carolina's larger communities as well as the state's mountain and coastal regions. According to 2010 Census, the population of Calhoun County is 15,175 people. The two incorporated towns in the county are the Town of St. Matthews, population of 2,021 by the same 2010 Census figures, and the Town of Cameron, population of 424.

As a result of Calhoun County's many positive attributes, convenient location and overflow from surrounding areas in the Midlands, the business community in the county should continue to grow at a steady rate. The County has identified that much of the growth is in the most northern area of the county. Interstate 26, a main thoroughfare in the county, provides easy access to Interstates 95, 77 and 20. In the north, growth is expected because of proximity to Interstate 26 and a positively reinforced growth environment in the Sandy Run community. This environment includes several large industrial sites and proximity to Columbia Metropolitan Airport, downtown of the State's Capital with access to retail markets as well as an increase in new retail and commercial business. There are new residential development interests all over the county but mainly in the northwestern and southeastern areas of the county.

PART IV

CONTENTS

To be considered for award, all Proposals submitted must include, at a minimum, the following information. Firms should restate each item listed below and provide their responses immediately thereafter, which will be used in conjunction with the scoring criteria noted below. All information should be presented in the listed order:

A Cover Letter. Firms shall submit a cover letter that includes a summary of the firm's ability to perform the services described herein and statement that the firm is

willing to perform those services and enter into a contract with Calhoun County. The cover letter must be signed by a person having the authority to commit the firm to a contract.

B Approach/Cost. Provide a description of the proposer's approach, technique and procedures to accomplish the scope of services identified and required by this document, including research, analysis, and methodologies to be used. Submit a cost/fee schedule for resources, professional, software, hardware, maintenance and support. Describe any and all financial charges that may apply.

C Experience. Outline the firm's location, size and history. Firms must include a description of the firm's senior project staff, firm resources, the application of those resources to project needs, and descriptions of similar projects the firm has completed. Firms must include the professional resume of each individual who would be managing the project.

D References. Names, addresses, and telephone numbers of at least three (3) contact persons involved in other similar planning projects. Calhoun County reserves the right to contact other persons not specifically listed as references but who may have direct knowledge of the firm's previous work.

SCORING CRITERIA

The County will use a combination of objective and subjective criteria to determine each consultant's suitability to perform this work. Evaluation criteria for the proposals are as follows:

- 1. Successful experience with similar types of projects (30%)
- 2. Previous project references (15%)
- 3. Quality of the proposal and understanding of the work to be completed (15%)
- 4. Project Team and Key Personnel Qualifications (20%)
- 5. Proposed time schedule (5%)
- 6. Budget (15%)

It is anticipated that the highest ranked firm will be selected based on the scoring criteria. If interviews are needed, the top 3 firms will be notified. Calhoun County may negotiate cost of services and rates with the highest ranked firm. Should Calhoun County be unable to negotiate a satisfactory contract with the highest ranked firm, negotiations with that firm will be terminated. Negotiations with the second highest ranked firm will be initiated and if an agreeable contract cannot be negotiated, the negotiations will be terminated. In like manner, negotiations with each firm in order of ranking should be undertaken until a contract is reached or the list is exhausted. Calhoun County reserves the right to cancel the solicitation at any time and re-advertise for the services required.

STATEMENT INSTRUCTIONS

Proposals, amendments thereto or withdrawal request must be received by the time advertised for proposals to be timely filed. It is the firm or individual's sole responsibility to ensure that these documents are received by the person (or office) at the time indicated in the solicitation document. Due to the possibility of negotiations with any proposer submitting a proposal which appears to be eligible for contract and award pursuant to the selection criteria set forth in this Request for Proposal, terms and conditions will not be divulged at the time of opening.

Each proposer shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal. Should a proposer find discrepancies, ambiguities, or omissions in proposal documents, or should the proposer be in doubt as to their meaning, proposer shall at once request written clarification from the Procurement Officer via email. The person submitting the Proposal shall be responsible for its prompt submission via instructions outline in this document. Any interpretation or clarification of the proposal documents will be communicated from the Procurement Officer.

Firms must clearly mark as "confidential" each part of their Proposals that they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. Calhoun County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or their agents for determination in this regard. *Note: Marking your entire submission as confidential/proprietary is not in conformance with the SC Freedom of Information Act.*

Proposal Rejection/Cancellation. This solicitation does not commit Calhoun County to award a contract, to pay any costs incurred in the preparation of a Request for Proposals, or to procure or contract for the articles of goods or services. Calhoun County reserves the right to reject any and all statements and to cancel this solicitation in its entirety if it is in the best interest of Calhoun County to do so.

Questions. Every effort has been made to ensure all information needed by the Firm is included herein. If a firm finds that it cannot complete a Request for Proposal without additional information, it may submit written questions to the County's Representative below. All replies to questions will be in writing. When a question received is found to be already sufficiently answered in the Request for Proposals, that question will be returned to the Firm with a reference to the part of the Request for Proposals containing the answer. All questions and written replies will be distributed to all Firms and will be regarded as a part hereof. No negotiations, decisions or actions shall be initiated by any Firm or potential firm as a result of any verbal discussion with Calhoun County or their representative.

All questions in connection with the Request for Proposals shall be sent to : Marc Briggman, Procurement Officer, 102 Courthouse Drive, Suite 112, St. Matthews, SC 29135, *mark envelope "RFP Questions"*, or (803) 874-1242 or mbriggman@calhouncounty.sc.gov. **Questions must be submitted in writing and received by Wednesday November 25, 2020.** After this date, no further questions will be addressed. After all responses have been received, a written response will be emailed to all responding firms.

Solicitation amendments. All amendments to and interpretations of the solicitation shall be in writing from the procurement official. The procurement official shall not be legally bound by any amendment or interpretation that is not in writing.

Debarments/Suspension. By submission of a response to this solicitation, firms are certifying they are not suspended or debarred from doing business with any other governmental entity.

Competition. This solicitation is intended to promote competition. If the language, specifications, terms and conditions or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested firms to notify Calhoun County, 102 Courthouse Drive, Suite 112, St. Matthews, SC 29135 in writing so as to be received five (5) days prior to closing date. The solicitation may or may not be changed but a review of such notifications will be made prior to the award.

Indemnification. Calhoun County, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the County or their failure to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's Proposal.

GENERAL CONTRACT CLAUSES

Non-Appropriations. Any contract entered into by Calhoun County resulting from this invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise not made available to support continuation of performance in a subsequent fiscal period or appropriated year.

Contract Administration. Questions or problems arising after award of this contract shall be directed to Calhoun County, 102 Courthouse Drive, Suite 112, St. Matthews, SC 29135.

Ownership of Material. Ownership of all data, material and documentation originated and prepared for Calhoun County pursuant to this contract shall belong exclusively to Calhoun County.

Force Majeure. The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor.

Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of the causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

Save Harmless. The successful firm shall indemnify and save harmless the County of Calhoun and all officers, agents and employees, from all suits or claims of any character brought by reason

of infringing on any patent, trademark or copyright. Bidder shall have no liability to Calhoun County if such patent, trademark or copyright infringement or claim is based upon the firm's use of material furnished to the firm by the State.

SC Law Clause. Upon award of a contract under this Statement, the person, partnership, association, or corporation to whom the award is made must comply with the Laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in the State of South Carolina. By submission of this signed Proposals Statement, the proposer agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

Termination. Subject to the conditions below, the contract may be terminated for any reason by Calhoun County providing a thirty (30) days advance notice, in writing is given to the contractor.

For Convenience. In the event that this contract is terminated or canceled upon request and for the convenience of Calhoun County without the thirty (30) days advance written notice, then Calhoun County may negotiate reasonable termination costs, if applicable.

For Cause. Termination by Calhoun County for cause, default or negligence on the part of the contract shall be excluded for the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this Proposal shall apply.

Assignment. No contract or its provisions may be assigned, sublet, or transferred without the written consent of Calhoun County.

Affirmative Action. The successful firm will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap,

Contract Amendments, Modification and Change Orders. Any change orders, alterations, amendments or other modification hereunder shall not be effective unless reduced to writing and approved by Calhoun County.

Type of Contract. Calhoun County intends to sign a contract with one firm for the complete set of products and services included in this Request for Proposals. To the extent that firms choose to make joint submissions, one firm must be designated the lead firm to sign the contract and be the point of contact with Calhoun County.

Employment of Personnel. In all hiring or employment made possible by or resulting from the contract and in accordance with 45 CFR Parts 90 and 91 (1990), the firm agrees that:

- (1) there shall be no discrimination against any employee or applicant for employment because of handicap, age, race, color, religion, sex or national origin, and
- (2) affirmative action shall be taken to ensure that qualified applicants are employed, and that
- (3) employees are treated during employment without regard to their handicap, age, race, color, religion, sex or national origin.

This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The firm further agrees to give public notice conspicuous places available to employees and applicants for employment setting forth the provisions of this section. All solicitations or advertisements for employees shall state that all qualified applicants shall receive consideration for employment without regard to handicap, age, race, color, religion, sex or national origin.

All inquiries made to the firm concerning employment shall be answered without regard to handicap, age, race, color, religion, sex or national origin. All responses to inquiries made to the firm concerning employment made possible as a result of the contract shall conform to Federal, State, and local regulations.

Compliance with Codes, Ordinances, Industry Standards. During the term of this contract, it shall be the firm's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs and industry standards.

Safety Precautions. The Calhoun County assumes no responsibility with respect to accidents, illness, or claims arising out of any work undertaken with the assistance of funds paid under the contract. The firm shall take necessary steps to insure or protect itself and its personnel. The firm agrees to comply with all applicable local, State and Federal occupational and safety acts, rules and regulations.

Restrictions for Lobbying. In accordance with 31 U.S.C. 1352, funds received under this contract may not be expended to pay any person or influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors and must be included in all subcontracts.

Compliance with Federal Regulations. State or Federal requirements that are more restrictive shall be followed.

Americans with Disabilities Act (ADA). The firm shall comply with the ADA, as applicable.

Debarment Certification. The firm agrees to comply with the applicable provisions of 45 CFR Part 76 (1990).

Audits and Reviews. The firm shall, throughout the life of the contract, participate in State and Federal audits. The firm shall provide support to Calhoun County during any and all audits. The support shall include, but shall not be limited to, producing documentation, gathering data, preparing reports or correspondence, and assisting Calhoun County in responding to questions.

REQUEST FOR PROPOSALS

It is required that your Proposals be submitted to and received by Calhoun County no later than 3:00 PM, Tuesday, December 1, 2020.

**Submit to :
Marc Briggman
Procurement Officer
Calhoun County
102 Courthouse Drive, Suite 112
St. Matthews, SC 29135
(803) 874-2435**