

CALHOUN COUNTY
REQUEST FOR QUALIFICATIONS

LEGAL AND CONSULTING SERVICES

CALHOUN COUNTY
Request for Qualifications
Issue Date: August 14, 2019
Solicitation Name: Planning and Zoning Review and Update

Return Submissions No Later Than 12:00 P.M., Friday, August 30, 2019

SEND QUALIFICATIONS TO:

Boyce Till
Procurement Officer
Calhoun County
102 Courthouse Drive, Suite 112
St. Matthews, SC 29135-0000
(803) 530-3991

One (1) Original and Three (3) hard copies of your Submission are required. Qualifications 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 DATE	PRINTED NAME
COMPANY	
MAILING ADDRESS	
CITY PHONE	STATE ZIP CODE

SUBMISSION OF QUESTIONS

All questions or requests for information must be submitted as indicated below. Forward all questions or requests for additional information to Boyce Till, Procurement Officer, Calhoun County, 102 Courthouse Drive, Suite 112, St. Matthews, SC 29135-0000 Mark the envelope "RFQ Questions", (803) 874-1242 (fax) or E-mail btill@calhouncounty.sc.gov **Questions must be submitted in writing and received by Thursday, August 22, 2019.** After this date, no further questions will be addressed. After all responses have been received, a written response will be E-mailed 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 Qualifications.

PART I
GENERAL INFORMATION

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

Qualifications 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 Qualifications. Qualifications are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.

One (1) Original and Three (3) copies of your Qualifications are required.

By submission of your signed Qualifications 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.

Qualifications submitted via facsimile machine or email are unacceptable.

PART II

SCOPE OF PROPOSALS

It is the intent of Calhoun County to solicit Qualifications from firms as to whom is the best to provide a review and make recommendations for changes to the County's Planning and Zoning Ordinances, Code, Documents and Maps.

All Qualifications must be complete and carefully worded and must convey **all of the information requested in this RFQ** in order to be considered responsive. If the statement fails to conform to the essential requirements of the RFQ, then Calhoun County will be the judge as to whether that variance is significant enough to consider the RFQ 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 RFQ documents, including any attachments and amendments and the successful firm's signed Statement. In the event of a conflict between the two documents, this RFQ shall govern.

PART III

SCOPE OF WORK

It is the intent of Calhoun County to solicit Qualifications from firms to provide a review and make recommendations for changes to the County's Planning and Zoning Ordinances, Code, Documents and Maps.

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

1. **REVIEW OF EXISTING ORDINANCES, CODE, DOCUMENTS AND MAPS**

- a) Coordinate with Council Members and appropriate staff about the current versions of the above mentioned items.
- b) Hold at least one public meeting (or more if needed) to obtain the view of citizens and existing businesses about the current state of the above mentioned items.
- c) Prepare a detailed draft report on the current strengths and weaknesses of the above mentioned items.
- d) Submit draft report on current conditions to Calhoun County Administrator
- e) This part of the process should be completed no later than October 15, 2019.

2. **RECOMMENDATIONS FOR CHANGES TO EXISTING ORDINANCES, CODE, DOCUMENTS AND MAPS**

Based on feedback obtained through the process described in #1 above, the selected firm shall:

- a) Prepare a draft list of recommendations for changes to the above listed items
- b) Hold at least three public meetings in different parts of the County to obtain feedback from citizens and businesses about the proposed recommendations.
- c) Review and update the draft list of recommendations based on feedback received from the public meetings described in "b)" above
- d) Provide updated list of recommendations to the County Administrator (This part of the process should be completed no later than December 16, 2019)
- e) Attend the next Calhoun County Council meeting to make a full report on the list of recommended action items
- f) Be available to attend the three public readings and the public hearing in front of the Calhoun County Council that must happen for the implementation of the recommendations

PART IV **CONTENTS**

To be considered for award, all Qualifications submitted must include, at a minimum, the following information. Firms should restate each item listed below and provide their response 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.
Scoring criteria affected: Willingness to Meet Time and Budget Requirements, Ability of Professional Personnel, Related Experience on grant funded economic development projects.
- B. 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 résumé of each individual who would be designated as a project manager or technical support team member.
Scoring criteria affected: Ability of Professional Personnel, Related Experience on grant funded economic development projects and Current and Projected Workload of firm.
- C. References. Names, addresses, and telephone numbers of at least three (3) contact persons involved in other similar design 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 affected: Past Performance

SCORING CRITERIA:

- 20%-Past Performance - how well the firm worked with clients, performed project requirements, project management and achievement of desired outcome(s)
- 25%-Ability of Professional Personnel - staff skills and experience to complete tasks as defined in the scope of work
- 25%-Willingness/Ability to Meet Time and Budget Requirements - timeline for completion of scope of work, signed statement
- 10%-Current and Projected Workload of the Firm - number of staff to be assigned to this project, current and planned projects and how staffing will/will not change as a result of the workload
- 20%-Related Experience. – Past or current projects of a similar nature completed by the firm or staff now at the firm

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 the 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

Qualifications, amendments thereto or withdrawal request must be received by the time advertised for Qualifications to be timely filed. It is the firm or individual's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in the solicitation document.

When specifications or descriptive literature are submitted with the Qualifications, the firm's name must be entered thereon. Calhoun County does not assume any responsibility for unmarked or improperly marked envelopes. All envelopes received showing a submitter's name are placed under locked security until the date and time of opening. Do not include more than one qualifications invitation per envelope. If directing any other correspondence address the envelope to the procurement official, but do not include the submitter's name on this envelope since it does not include the actual Qualifications.

Firms must clearly mark as "confidential" each part of their Qualifications 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 S. C. Freedom of Information Act.

Qualifications 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 Qualifications, 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 that all information needed by the Firm is included herein. If a firm finds that it cannot complete a Request for Qualifications without additional information, it may submit written questions to the County's Representative listed below. All replies to questions will be in writing. When a question received is found to be already sufficiently answered in the Request for Qualifications, that question will be returned to the Firm with a reference to the part of the Request for Qualifications 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 Qualifications shall be sent to: Boyce Till, Procurement Officer, 102 Courthouse Drive, Suite 112, St. Matthews, SC 29135, *mark the envelope "RFQ Questions."*, or (803) 874-1242 (fax) or E-mail: btill@calhouncounty.sc.gov. **Questions must be submitted in writing and received by Thursday, August 22, 2019.** After this date, no further questions

will be addressed. After all responses have been received, a written response will be e-mailed 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 29135-0000 in writing so as to be received five (5) days prior to the closing date. The solicitation may or may not be changed but a review of such notification 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 of the to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's Qualifications.

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 29135-0000

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 Majure. 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 unusually 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 Calhoun County 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.

Publicity Releases. The firm shall not have the right to include Calhoun County's name in its published list of customers without prior approval. With regard to news releases, only the name of the firm, type and duration of contract may be used and then only with prior approval of Calhoun County. The firm agrees not to publish or cite in any form any comments or quotes from Calhoun County officials or staff. The firm further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by Calhoun County.

S. C. 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) day 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 from 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 Qualifications. 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 insure 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 in 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 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).

System for Award Management (SAM) Registration. Contractors are required to be registered in the federal government's System for Award Management (SAM). The contractor's SAM registration must be current. Please view the website sam.gov for registration information.

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 the Calhoun County in responding to questions.

Project Identification. The firm agrees that each tangible product resulting from the Contract shall be labeled with an appropriate sign or designation stating that the project has been financed with Federal/State assistance provided by the S.C. Department of Commerce and/or Economic Development Administration (EDA).

Unless waived by the Calhoun County this requirement applies to all construction, reports, data, or any similar items produced under the Agreement.

REQUEST FOR QUALIFICATIONS

It is required that your Qualifications be submitted to and received by Calhoun County no later than 12:00 P.M., Friday, August 30, 2019.

**Submit to:
Boyce Till
Procurement Officer
Calhoun County
102 Courthouse Drive, Suite 112
St. Matthews, SC 29135-0000
(803) 530-3991**

Submit One (1) Original and Three (3) Copies

This solicitation does not commit Calhoun County to award a contract, to pay any costs incurred in the preparation of a proposal. Calhoun County reserves the right to reject any & all Qualifications & to award a contract that is most advantageous, & in the best interest of the Calhoun County.