

CITY OF CAYCE

**Request For Proposal:
Utility Department
Building**



REQUEST FOR PROPOSAL
UTILITY DEPARTMENT
BUILDING

The following schedule represents the anticipated timeline for the selection of a contractor, which may be altered as the need arises:

- July 23, 2020 - RFP formally announced and distributed.
- August 3, 2020 - Any contractors interested in submitting shall email a simple statement of interest by this date to be placed on a communications list regarding this project.
- August 7, 2020 - Any questions about this RFP shall be submitted via email to mcorder@caycesc.gov by this date.
- August 14, 2020 - The City of Cayce will provide answers to all questions to all firms who have submitted a statement by this date.
- August 21, 2020 at Noon - Bid Opening Date and Time. Sealed Proposals will be opened at Noon in Council Chambers at Cayce City Hall located at 1800 12th Street, Cayce, SC 29033.

Request for information related to this proposal should be directed to:

Mendy Corder
803-521-7541

mcorder@caycesc.gov

This document can be downloaded from our web site:
caycesc.gov

If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.

REQUEST FOR PROPOSAL
UTILITY DEPARTMENT
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I. PURPOSE

The intent of this Request for Proposal is to purchase and install one (1) Hoover style pole building for the City of Cayce's Utility Department to use for additional office and meeting space. City of Cayce Utility Compound, 1972 Old Dunbar Road, West Columbia, SC 29172. Proposals must include the costs for the Hoover style pole building, all labor, equipment, materials, permits, and fees to furnish, deliver, construct and install a fully functioning building, in a turn-key manner meeting the specifications herein.

II. SCOPE OF SERVICES

All proposals must be made on the basis of and either meet or exceed, the requirements contained herein. Proposal must include the cost of installation of a Hoover style pole building to include all labor, equipment, materials, permits and fees to furnish, deliver, construct and install a fully functioning building in a turn-key manner. All offerors must be able to provide at a minimal the following:

- A. **Building** - The successful offeror will provide and install one (1) 40'x100'x10' eve Hoover style pole building. Building will be a gable design on a 6:12 pitch. 40' x 100' will be fully enclosed and conditioned space. Building will have a PBR screw down colored metal roof and PBR wall panels. Building will have full trim package.
- B. **Insulation**- Insulation to be installed in compliance with the 2009 Energy Conservation Code.
- C. **Foundation**- 4" concrete slab with engineered footings as per codes and building MFG. 6 Mil vapor barrier under the entire slab, saw cut exposing joints and smooth trowel finish.
- D. **Windows** – 16 windows
- E. **Doors** – Solid office wood doors with a window. Doors for the conference room and the men and women's locker/bathrooms will not have a window.
- F. **Sitework**- Contractor should do a site prep to get the slab at the stated height above grade. (12" to the top of the slab above the existing grade). There will be a 4 foot sidewalk with ADA access along the full front length of the building then a 3' x 3' landing at each of the other exterior doors.
- G. **Interior**- 1-printing & storage Room, 1-kitchen and breakroom area, 1- men's restroom and locker room and 1- women's restroom and locker room. All interior framing will be metal studs with 5/8 painted drywall. The building will have 2'x2' suspended ceilings. All restrooms must meet ADA regulations and codes.
- H. **Floors**- All floors will be carpet or VCT. The bathrooms, entry and kitchen will be VCT, carpet in all other rooms. The base will be vinyl.
- I. **Plumbing**- 4 showers, 4 toilets (flush valve), 2 lavatories, 3- sinks. Walls behind toilets and urinals will need to be a washable, impervious surface going up 4 feet from the floor. The buildings waste lines will be connected at the rear of the kitchen. The contractor is responsible for three feet out the building then the City will connect. The tap fees will be waived. Plumbing will tie into the existing sewer line.
- J. **Electrical**- 200 AMP single phase complete with LED Fixtures as required.
- K. **HVAC**- 1 Train split system Heat Pump with ductwork.
- L. **Water**- to be tied into existing water system.

REQUEST FOR PROPOSAL
UTILITY DEPARTMENT
BUILDING

The City of Cayce is merely providing a drawing of what the City has in mind to build. The selected contractor will be responsible for all drawings needed for permits. The building must meet the City Codes, DHEC Code, ADA Codes and any additional codes or regulations that the building shall meet to pass inspection and obtain certificate of occupancy.

III. SUBMISSION PROCEDURES, REQUIREMENTS

Submittals

All submissions must be received by **12:00 PM on August 21, 2020** and delivered to the City of Cayce, 1800 12th Street, Cayce, S.C. 29033. If the submission is late, the request for proposal will be rejected. There will be no exceptions. Responders submitting proposals shall be responsible for all cost of preparing such.

Responders to this Request For Proposal shall closely examine the specific requirements noted herein and the attached Terms and Conditions and submit one (1) original document and three (3) copies of their proposal to the address listed below. Facsimile transmittals or offers communicated by telephone will not be accepted or considered. Send to:

City of Cayce
Attn: Mendy Corder
1800 12th Street
Cayce, SC 29033
mcorder@caycesc.gov

License and Permits

The contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or City of Cayce.

Issuance of this RFP 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 RFP, or to negotiate with any of the firms submitting an RFP, or to cancel all or part of this RFP.

IV. SELECTION PROCESS and SCHEDULE

The City shall consider the following information when evaluating submissions to determine the proposal that is in the best interests of the City. Selection will be based upon the proposals submitted and will be ranked primarily based upon the following criteria:

- Respondent's qualifications (Licenses, certifications, etc.).
- Respondent's ability to meet the project schedule. (Project must be completed within six (6) months of the start date).
- Respondent's references and experience on similar projects.
- Pricing component.

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V. PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

1. Credentials, experience and demonstrated ability of the Contractor to perform the scope of services.
2. References: all offerors shall include, with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of the proposal as non-responsive.
3. Cost per square foot of the construction of the Hoover style pole building and an itemized bid price.

VI. INQUIRIES AND ADDENDA

All questions concerning this bid are to be submitted in writing via email to Mendy Corder, mcorder@caycesc.gov, no later than **August 7, 2020**.

VII. BID PROTESTS

- In the event of a protest concerning the apparent low bidder or the disallowance of a bid at the bid opening, all instructions and procedures shall be explained in writing to the bidders at the opening. The protestor shall have five business days to file with the City Manager a written protest specifying all grounds of protest, the decision by the City Manager will be communicated within five business days, any appeal from the decision of the City Manager shall be to the City Council and filed with the City Manager within five business days of the date of the decision, and the City Council shall hear and decide the appeal at its next regular or special meeting.

REQUEST FOR PROPOSAL
UTILITY DEPARTMENT
BUILDING

VIII. GENERAL INFORMATION

1.0 Proprietary Information

The City of Cayce is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the City relating to this Request for Proposal are subject to requirements of the Freedom of Information Act and may be deemed public records.

1.1 Errors and Omissions

The Responder will not be allowed to take advantage of any errors or omissions in the Request for Proposal. Where errors or omissions appear in the Request, the Responder shall promptly notify the City of Cayce in writing of such error or omission it discovers. Any significant error, omission and/or inconsistency in the specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.

1.2 Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid. Each written request must document the fact that the offeror's mistake is clearly an error that will cause him substantial loss.

- a) Correction of awards: An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the City is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
- b) Cancellation of awards prior to performance: When it is determined after an award has been issued, but before performance has begun that the City of Cayce's requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.

1.3 Withdrawal of Bid

An official representative of a Responder may withdraw a Responder's response at any time prior to the proposal submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.

1.4 Non-Endorsement

If the City awards contract, the successful Responder shall not issue any news release or other statement relating to the award or servicing of the agreement which state or imply the City of Cayce's endorsement of the successful Responder's services.

1.5 Right of Refusal

The City of Cayce, South Carolina (the "Owner") reserves the right to reject any or all bids

REQUEST FOR PROPOSAL
UTILITY DEPARTMENT
BUILDING

or to award or refrain from awarding the contract for the work, to request additional information, and to interview, whichever is deemed to be in the Owner's best interests. All submittals shall become the property of the Owner and are subject to the Freedom of Information Act (FOIA) regulations.

Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Contractor to remove any employee from work that the City deems incompetent or careless.

Further, the City may, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

Publicity Releases

Contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

Material Safety Data Sheets

The City of Cayce will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.

Ownership of Copyright

All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder shall be considered "works for hire" as defined in the U.S. Copyright Act.

REQUEST FOR PROPOSAL
UTILITY DEPARTMENT
BUILDING

Ownership of Documents

Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.

IX. INSURANCE

The contractor shall not commence work under the associated contract until it has obtained all insurance required, and the City has approved such insurance in writing, nor shall the contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

THE CITY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST

on all policies of insurance except Worker’s Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance.

- A. Certificates for all such policies of insurance shall be provided by the **Contractor's** insurance agent or broker to the **City** within 10 working days from the date of Notice of Award.
- B. **Contractor** will provide **City** a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
- C. **Contractor** agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverage’s specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor’s interests or liabilities, but are merely minimums.

All insurers must carry a current A M Best rating of at least A-.

Worker's Compensation Coverage is required. The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers’ compensation obligations imposed by state law and employer’s liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage required by law for the

REQUEST FOR PROPOSAL
UTILITY DEPARTMENT
BUILDING

Claims Made Coverage – No Gap

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

X. SURETY BONDS

The Contractor shall furnish separate performance and payment bonds to the City. Each bond shall set forth a penal sum in the amount not less than the Contract Price. The performance and payment bonds furnished by the Contractor shall be in form suitable for the City and shall be executed by the surety, or sureties reasonably acceptable to the City.