City of Inman, SC
Request for Proposals

Request for Qualifications & Design Competition for the Inman Farmer’s Market Pavilion

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1/8/2020

Responses due Monday, February 10th at 4:00 p.m.

www.CityofInman.org

1 of 7
1. Introduction

The City of Inman ("City") is seeking a qualified firm to provide conceptual proposals and qualifications for the Inman Farmer's Market Pavilion project. The qualified firm would design and prepare design documents (plans and specifications) for the pavilion.

Sealed written proposals will be due on Monday, February 10, 2020 by 4:00 p.m. Eastern Standard Time at the office of:

City of Inman  
Attn: Missy House, City Administrator  
20 S. Main Street  
Inman, South Carolina 29349

All proposals received after 4:00 p.m. on Monday, February 10, 2020 will be returned unopened to the architectural firm.

One printed copy of all submittals is required, along with one digital copy. Proposals shall be valid for a period of ninety (90) days from the date of the Proposal opening.

Upon request, the Request for Qualifications (RFQ) and any Addenda will be sent to prospective firms via mail, email or fax. All information regarding this request will also be posted on the City's website at www.CityofInman.org.

All proposals must clearly state the name and address of the firm and the name and position of the person authorized by the firm to execute the Proposal. All Proposals submitted will be clearly marked "City of Inman Farmer's Market Pavilion Proposals" in the lower left-hand corner of the envelope, box, or wrapper in which the proposal is submitted.

Any questions regarding the requested information should be in writing by 12:00 p.m. on February 6, 2020 and directed to Missy House, City Administrator at mhouse@cityofinman.org. Addenda and responses to questions will be sent via email.
Disclaimer
The City has, to the best of its knowledge, represented information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the service provider. The City does not guarantee the information contained in this RFP. It is the service provider’s responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its own due diligence.

This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of any proposal responsive to this RFP. While the City intends to execute an agreement with the selected firm, it is not bound to do so, and this RFP will not be interpreted as binding the City to enter into an agreement with any firm. The City reserves the right to reject any and all proposals, or to waive any informality, technical defect, or clerical error in any proposal. The City reserves the right to request additional information from any or all firms, and negotiate deviations to the proposal with the selected firm. Final execution of a Contract is contingent on the successful firm possessing the appropriate qualifications and experience to provide all specified and miscellaneous work. The City reserves the right to cancel this RFP for any reason without any liability to any Contractor.
2. Proposal Schedule

<table>
<thead>
<tr>
<th>Schedule for City of Inman RFQ &amp; Design Competition for the Inman Farmer's Market Pavilion</th>
<th>Date</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/8/2020</td>
<td>City sends out RFQ &amp; Design Competition for the Inman Farmer's Market Pavilion</td>
</tr>
<tr>
<td></td>
<td>2/6/2020</td>
<td>Window for submitting written questions closes at 12:00 pm.</td>
</tr>
<tr>
<td></td>
<td>2/10/2020</td>
<td>Responses to RFQ &amp; Design Competition due at 4:00 pm.</td>
</tr>
<tr>
<td></td>
<td>2/11/2020-2/28/2020</td>
<td>City evaluates responses to RFQ &amp; Design Competition, including conducting interviews (at City's option) and checking references.</td>
</tr>
<tr>
<td></td>
<td>3/5/2020</td>
<td>City staff submits recommendations to City Council in advance of regular March meeting.</td>
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<tr>
<td></td>
<td>3/9/2020</td>
<td>City Council selects Contractor at its March meeting.</td>
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3. Background

The City is in Spartanburg County, South Carolina, approximately 12 miles northwest of the City of Spartanburg. The City’s estimated population is 2,300, with approximately 1,100 housing units. A map showing the City’s boundaries can be found here:

<https://www.cityofinman.org/planning+zoning.php>

The City hosts a weekly Farmer’s Market from the beginning of May until the end of September in a local church parking lot. The City also hosts Music on Mill, a summer concert series in the parking lot in front of the open lot at 26 Mill Street. It is the desire of the City to construct a pavilion that could give a forever home to these two event series, along with the ability to expand social offerings to our citizens.

4.0 Scope of Services

Below is a summary of the scope of services. The following provisions will be ultimately incorporated in the Agreement documents or revised as mutually agreeable to all parties during final negotiations. All services are inclusive to the incorporated areas of the City of Inman.

The City is looking for a firm that can design and prepare design documents for the pavilion in accordance with its prescribed uses. These designs should incorporate a few necessities:

a. Two (2) ADA compliant bathrooms
b. Electrical needs for Music on Mill Concert Series
c. Storage area (desired)

5.0 Proposal Requirements and Instructions

As part of its response to this RFQ and Design Competition, the firm shall submit the following information:

Cover letter
The proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the firm. The cover letter shall provide the name, address, telephone and email address of the firm along with the name, title, address, telephone and email address of the executive that has the authority to contract with the City. The cover letter shall present the firm’s understanding of the project, a summary of the approach to be undertaken to perform the services, as well as a summary of the costs to provide the services.

Executive summary
The service provider shall submit an executive summary, which outlines its proposal. The executive summary shall at a minimum, identify the proposed project team, assign a company point of contact for the project, give the responsibilities of the project team, and a summary of the proposed services. This section should highlight aspects of the firm’s proposal that make it superior or unique in addressing the needs of the City.
Staff
The firm shall provide, in this section of the proposal, a description of key staff and personnel that will be assigned to effectively facilitate the requirements of this project. This description will include at a minimum, the number of permanent employees, part-time employees and an organizational chart reflecting local and corporate assignments and responsibilities.

Competency of the Firm
The City requires submission of supporting data regarding the qualifications of the firm in order to determine whether it is a qualified, responsible firm/architect/design professional. The firm is required to furnish the following information:

1. Responders must furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The City of Inman reserves the right to make the final determination as to the responder’s ability to provide the products or services requested.

Cost Proposal
Provide a cost proposal for the services to be performed herein. The cost proposal shall include specific prices per Exhibit A.

Insurance
Contractors should provide evidence of the ability to procure the required insurance described in this RFQ & Design Competition.

6.0 General Terms and Conditions

Indemnity
The Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees arising out of a willful or negligent act or omission of the Contractor in the performance of this Agreement. The City will not be responsible for negligence of the Contractor, or any of its agents, employees, or customers.

Licenses and taxes
The firm shall obtain all licenses and permits and promptly pay all taxes required by the City and State.

Compliance with laws
The firm, its officers, agents, employees, Contractors, and subcontractors, shall conform to and comply with all laws, federal, state and local. It is agreed and understood that, if the City calls the attention of the firm to any such violations on the part of the firm, its officers, agents, employees, Contractors or subcontractors, then the firm shall immediately desist from and correct such violation.

Discrimination prohibited
The Contractor, in the execution, performance or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.
Cost of RFQ preparation and negotiation
Contractors participating in this procurement process and subsequent negotiations will prepare the RFQ and any subsequent materials and submittals at their own expense, with the express understanding that there may be no claims whatsoever for reimbursement from the City for the cost associated with this process.

Public records laws
The City of Inman is subject to South Carolina public records laws. Thus, information submitted in proposals may be subject to public disclosure. Contractors must identify all proprietary information in their proposal.

Withdrawing proposal
Contractors may withdraw their response any time prior to the due date and time. The notice must be signed by the Contractor, along with acceptable proof of identification of the person requesting the withdrawal as verification as to that person being an authorized representative of the Contractor. At the request for withdrawal, the reason(s) for the withdrawal must be specifically stated.

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

Illegal Immigration Reform Act compliance
By submitting an offer, the Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any Subcontractors or sub-Subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any Subcontractor or sub-Subcontractor.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its Subcontractors language requiring the

Subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-Subcontractors language requiring the sub-Subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any Contractor, Subcontractor, and/or sub-Subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter “the Act”], the Contractor agrees to fully indemnify the City for any loss suffered as a result of such Contractor, Subcontractor or sub-Subcontractor’s failure to comply with the Act.
TOPOGRAPHIC SURVEY FOR:
THE CITY OF INMAN
SPARTANBURG COUNTY, SOUTH CAROLINA
LEGAL REFERENCE: DB 105-K p. 485
PB 85 p. 753
TAX MAP REFERENCE: 1-44-02-085.00
30 SEPTEMBER 2019

TOTAL: 0.14 Acres