



**REQUEST FOR QUALIFICATIONS**

**for**

**Renovation of the City of Greer Center for the Arts**

**RFQ Released  
Sunday, April 15, 2018**

**301 E. Poinsett Street  
Greer, South Carolina 29651**

## GENERAL TERMS AND CONDITIONS

### **SECTION 1 – GENERAL INFORMATION**

#### **A. PURPOSE**

The purpose of this request for qualifications is to obtain from qualified interested offerors sealed responses provided to the City of Greer, “City”, for this **Request for Qualifications for Renovation of the City of Greer Center for The Arts**. The scope of services is as set forth in specifications, Attachment II, which is titled “**Design Partnering Services for Renovation of the City of Greer Center for the Arts**”.

#### **B. DISSEMINATION OF INFORMATION DURING PROPOSAL PROCESS**

Offerors are advised that oral explanations or instructions given by City personnel during the proposal process, or at any time before the award of the contract, will not be binding on the City. The only information given an offeror concerning this request for qualifications is that information which is furnished to all offerors who have formally notified the purchasing division of their interest in responding to this request for qualifications. Written addenda will be issued when additional information is deemed necessary, and when lack of such information may prove prejudicial to uninformed offerors. All such addenda must be signed by offerors and returned with their proposals on or before the proposal closing date and time.

#### **C. SCHEDULE FOR COMPETITIVE PROCUREMENT PROCESS**

The procurement schedule shown below will govern the procurement process for this **Request for Qualifications for Renovation of the City of Greer Center for the Arts** as described in this request for qualifications and the attached specifications.

1. Issue Date: **Sunday, April 15, 2018**
2. Mandatory Pre-Response Conference: **2:00 PM, Friday, April 20, 2018**  
On site at 100 Davis Avenue, Greer, SC, 29651
3. Five (5) hard-copy originals of the responses, plus one (1) electronic copy (Microsoft Word and/or Adobe PDF) on a thumb drive, sealed in an envelope, for this request for qualifications must be received by Ann Cunningham, at City of Greer Operations Center, 446 Pennsylvania Avenue, Greer, SC 29650, no later than **5:00 P.M., Friday, April 27, 2018**.

**D. OFFERORS**

Offerors must have a minimum of two (2) years' experience in providing similar services to communities with comparable projects. As noted above, five (5) copies of the firm's response must be submitted. All responses will be retained as property of the city.

The response must contain a manual signature of an authorized representative of the responding firm. Responding firms will not be allowed to make any changes or corrections after the proposals are submitted to the City of Greer.

**E. PROOF OF INSURANCE**

All offerors must supply with the RFQ Package a certificate stating the coverage limits carried for General Liability Insurance and Worker's Compensation Insurance.

**F. BID BOND**

Bid Bonds are not required for Requests for Qualifications.

**G. PERFORMANCE SECURITY**

For proposed contracts greater than \$25,000.00, and upon the award of the contract, the offeror must supply a Performance Bond in the amount of 125% of the proposed contract price prior to commencement of the project.

**H. COMPLIANCE WITH OSHA STANDARDS**

The offeror awarded the contract must comply with all applicable OSHA Standards

**I. LICENSES AND PERMITS REQUIRED**

The offeror awarded the contract must obtain all applicable licenses and permits as required, including but not limited to, the City of Greer Business License and Building Permits.

## **SECTION II - ADMINISTRATIVE REQUIREMENTS**

### **A. TERM OF PROPOSAL**

Proposals for request for qualifications shall remain binding ninety (90) days after the date of closing.

### **B. AWARD**

The contract will be awarded to the most responsive and responsible offeror. The City reserves the right to waive any defect, omission, technicality, or informality in any proposal which does not materially affect the terms of the proposal in response to the Request for Qualifications, the attached specifications (set forth in Attachment II), and to award the contract in the best interest of the City of Greer.

The City reserves the right to reject any and all proposals and to accept portions of proposals. All challenges to specifications will be prohibited if not submitted in writing five (5) days prior to opening. All challenges to the proposals, to include but not limited to, the proposal process, proposal opening, and award of proposal, will be prohibited if not submitted in writing five (5) days after the proposal opening. In deciding which offeror is the most responsive and responsible, the City will consider such factors, while not all-inclusive, as set forth below:

1. The responsiveness of the offeror's proposal in describing the services it will provide to the City in response to the requirements of this Request for Proposal and Specifications and the offeror's ability to complete the contract.
2. The offeror's experience in providing the services requested pursuant to the Request for Qualifications and Specifications.
3. The experience of the offeror's personnel in providing services similar to those requested by this Request for Qualifications and Specifications.
4. Analysis of work previously performed by the offeror on behalf of clients who have required similar services.
5. The general reputation of the offeror.

### **C. NONDISCRIMINATION**

Each offeror must submit completed and signed Blanket Agreement Forms (Attachment I) which includes an “Equal Employment Opportunity Agreement” form.

### **D. DISCLOSURE THAT CITY OFFICIALS ARE NOT TO BENEFIT PERSONALLY FROM THE AWARD OF A CONTRACT**

In compliance with the City’s financial disclosure, ethical conduct policy and ordinances, a prerequisite to any payment under the terms of a contract is that the offeror will furnish explicit statements, under oath, affirming that the City Administrator, other officers, agents and employees of the City, members of the Greer City Council, and members of employees of the commissions, boards and corporations controlled or appointed by the City Council have not received and have not been promised, directly or indirectly, any financial benefit or remuneration, by way of fee, commission, finder’s fee, or in any way or other manner, arising directly or indirectly from this contract. Upon request by the City Administrator, or other authorized agent, the offeror will provide answers, under oath, to any interrogatories concerning any possible conflict of interest or monies received directly or indirectly from the award of the contract. A “Noncollusion Affidavit of Prime Bidder” is attached (Attachment I).

### **E. WARRANTY AGAINST CONTINGENT FEES**

The offeror warrants that no person or selling agency has been employed or retained on its behalf to solicit or secure this contract for a commission, percentage, brokerage, or contingent fee. If an offeror violates this warranty, the City has the right to terminate or to suspend any contract awarded to the offeror without liability to the City. Alternatively, the City may, in its discretion, deduct from the contract price or consideration, the full amount of any such commission, percentage, brokerage, or contingent fee paid by the offeror.

### **F. NON-APPROPRIATION OF FUNDS**

Any contract awarded pursuant to this Request for Qualifications will be conditioned upon an annual appropriation made by the Greer City Council of funds sufficient to pay the compensation due the successful offeror under the contract. The contract will provide that, if such an appropriation is not made in any fiscal year and the City lacks funds from other sources to pay the compensation due under the contract, the City will be entitled, at the beginning of or during such fiscal year to terminate the contract. In that event, the City will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediately prior fiscal year. The City will provide the contractor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the City’s failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

#### **G. ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

The successful offeror may not assign, transfer, convey or otherwise dispose of any or all of its rights, title or interest in the contract, without the prior written consent of the City Administrator or his authorized designee.

#### **H. CONTRACT ADMINISTRATION**

Upon award of the contract, the City Administrator, or his designee, will administer and have the authority to enforce the terms and conditions of the contract.

#### **I. DESIGNATION AND OBLIGATION**

The contract awarded pursuant to this Request for Qualifications will designate a firm to provide the items or services described in the Request for Qualifications. The contract will be an agreement by the successful offeror to provide the services proposed to and accepted by the City. Therefore, the award will not obligate the City until such time as the contract is signed by both parties.

#### **J. CONTRACT ALTERATIONS**

No alterations or variables in the terms of the contract shall be valid or binding upon the City, unless made in writing and signed by the City Administrator or his authorized designee.

#### **K. DEFAULT**

Upon an offeror's non-performance or violation of the contract terms, the contract may be canceled or annulled by the City Administrator or his authorized designee in whole or in part by written notice of default to the offeror. Upon default, an award may be made to another offeror. In any event, the defaulting offeror (or its surety) may be liable to the City of Greer for costs to the City of more than the defaulted contract price.

#### **L. TRADE SECRETS AND PROPRIETARY INFORMATION**

Trade secrets and proprietary information submitted by an offeror will not be subject to public disclosure under the Freedom of Information Act. However, the offeror must invoke the protection of this section before or upon submission of the proprietary data, trade secrets or other protected materials, and must specifically identify the data or other materials which are to be protected and state the reasons why protection from disclosure is necessary.

#### **M. CONTRACT PAYMENT**

Monthly payments to the successful offeror for work performed under the contract will be made in accordance with the approved contract following receipt of an itemized invoice for the services rendered.

**N. RECEIPT OF PROPOSALS AND DISCUSSION WITH OFFERORS**

No proposal will be knowingly processed in a manner that permits disclosure of the identity of the offeror. The City when conducting any discussions with offerors with respect to their proposals will not disclose the identity of competing offerors or any information derived from proposals submitted by competing offerors. After the award of the contract, all proposals will be open for public inspection.

**Attachment I**

**CITY OF GREER, SOUTH CAROLINA**

**BLANKET AGREEMENT FORMS**

Each contractor desiring to transact business with the City of Greer is required to provide the information requested below and to complete the agreements contained herein. A failure to complete this form and/or to sign the agreements that follow will be cause to declare the bid non-responsive. The agreement contains:

1. EQUAL OPPORTUNITY AGREEMENT STATEMENT
2. CERTIFIED STATEMENT OF NON-COLLUSION
3. SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT  
CONTRACTOR CERTIFICATION
4. MUST SUPPLY CERTIFICATE OF LIABILITY AND WORKERS  
COMPENSATION INSURANCE

Please provide the information listed below and sign each of the forms that follow:

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Each of the following agreements must be signed individually.



## EQUAL EMPLOYMENT AGREEMENT

The Contractor hereby agrees:

1. Not to discriminate against any employee or applicant for employment on account of race, color, religion, sex, ancestry, national origin, marital status, age or handicap, except as is otherwise provided by law.
2. To include in all solicitations or advertisements for employees placed by or in behalf of the contractor the words "Equal Opportunity Employer" or an approved symbol for such.
3. To notify each labor organization representative of employees with which said contractor is bound by a collective bargaining agreement or other contract of the contractor's obligations pursuant to this equal employment opportunity clause.
4. To make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped applicant or employee unless the contractor can demonstrate that the accommodation would impose an undue hardship on the operation of the contractor's business. Factors to be considered include, but are not limited to, the following:
  - a. The overall size of the contractor's business with respect to the number of employees, the number and type of facilities, and size of budget.
  - b. The type of the contractor's operation, including the composition and structure of the contractor's work force.
  - c. The nature and cost of the accommodation needed.

Contractor may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

5. To include the provisions in paragraphs 1) through 4) hereof in every subcontract so that such provisions will be binding upon each subcontractor.
6. In the event of the contractor's non-compliance with any provision, upon a finding of such non-compliance by the City and certification of such finding by the City Administrator, the City may terminate or suspend or not renew, in whole or in part, this contract.

SIGNATURE \_\_\_\_\_

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn,  
deposes and says that,

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid:
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid:
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Greer, SC or any person interested in the proposed contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
\_\_\_\_\_  
(title)

My commission expires \_\_\_\_\_

**SOUTH CAROLINA ILLEGAL IMMIRATION REFORM ACT  
CONTRACTOR CERTIFICATION**

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act,  
\_\_\_\_\_ (“Contractor”) hereby certifies

(Print business name)

that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with the City of Greer, South Carolina.

Contractor hereby acknowledges that in order to comply with requirements of S.C. Code Annotated Section 8-14-20(B), it will:

- (1) Register and participate in the federal work authorization program (E-Verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification and the employment authorization of all new employees.

OR

- (2) Employ only workers who:

- (a) possess a valid South Carolina driver’s license or identification card issued by the South Carolina Department of Motor Vehicles; or
- (b) are eligible to obtain a South Carolina driver’s license or identification card in that they meet the requirements set forth in S.C. Code Annotated Sections 56-1-40 through 56-1-90; or
- (c) possess a valid driver’s license or identification card from another state where the license requirements are at least as strict as those in South Carolina, as determined by the South Carolina Department of Motor Vehicles.

Contractor agrees to provide to the City of Greer any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the contractor, subcontractor, or sub-subcontractor. Contractor further agrees that it will provide the City of Greer with any documentation required to establish that the contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



## **Attachment II**

### **Request for Qualifications Design Partnering Services For Renovation of the City of Greer Center for the Arts**

**Responses are due no later than:** April 24, 2018, at 5:00 p.m. (EST)

**To:** Ann Cunningham  
Director of Parks & Recreation  
City of Greer  
446 Pennsylvania Avenue  
Greer, SC 29650

Phone: (864) 848-2191  
Email: [acunningham@cityofgreer.org](mailto:acunningham@cityofgreer.org)

#### **Scope of Services:**

The City of Greer is requesting qualifications from experienced General Contractors to participate in a Design Partnering project for the renovation of the City of Greer Center for the Arts, 100 Davis Ave. Greer SC. The selected General Contractor will work with the Architect to complete the preconstruction services, design and construction for the project.

#### **Project Scope:**

The scope of the work is the renovation of the approximate 11,700 SF building to serve as a multi-purpose arts and event space for the City of Greer. The building interior will be upgraded to include structural revisions, new plumbing, HVAC and electrical systems to accommodate a new theater, toilets, concessions area, lobby spaces, arts studios, offices and support spaces. New interior finishes and systems will be installed. Site improvements include the creation of a new site circulation, new parking, storm water measures, and new active and passive outdoor spaces that can be used individually or in conjunction with the building interior spaces.

The City will evaluate the submitted responses and will establish a short list of qualified firms who will be invited to make a presentation to the Selection Committee. The City will rank the invited firms and will initiate negotiations with the top ranked firm for a contract for the project. The City reserves the discretion to determine the number of firms that will be shortlisted.

**Schedule:**

The City's tentative schedule for Request for Qualifications is:

- Advertise for Qualifications: April 15, 2018
- Mandatory Pre-Response Conference: April 20, 2018 (2:00 p.m.)
- Deadline for Questions: April 24, 2018
- Deadline for Responses: April 27, 2018 (5:00 p.m.)
- Contractor Shortlist: May 1, 2018

The City reserves the right to delay or modify the schedule as warranted and will notify all identified responders of changes. The City reserves the right to reject any and or all responses and to waive defects, technicalities and/or irregularities in any responses.

**Mandatory Pre-Response Conference:**

The City will host a mandatory Pre-Response Conference on April 20, 2018 at 2:00 p.m. at the site to review the specifics of this solicitation and to review the project scope. Only Firms in attendance at the Mandatory Pre-Response Conference will be eligible to submit a response.

**Deadlines for Questions:**

The City will entertain questions regarding the project up until 5:00 p.m. on April 24, 2018. Questions should be submitted via email prior to this date and time. Questions will be addressed as required and responses will be forwarded to identified responders by April 27, 2018. All questions regarding the RFQ must be directed to Ann Cunningham (acunningham@cityofgreer.org).

**Deadline for Responses:**

The City will accept responses until 5:00 p.m. on April 27, 2018, at 446 Pennsylvania Avenue, Greer, SC 29650. Interested Firms shall submit five (5) hard copies of the RFQ Responses and an electronic copy (Microsoft Word and/or Adobe PDF) on a thumb drive. Responses shall be sealed in an envelope addressed to:

Ann Cunningham  
Director of Parks & Recreation  
City of Greer  
446 Pennsylvania Avenue  
Greer, SC 29650

The City is not responsible for and will not accept RFQ Responses which are received late.

### **RFQ Response Requirements:**

The RFQ Response must include the following information in the following order:

1. Legal Name and structure of the Firm
2. Firm Address
3. Number of years the Firm has been in business.
4. Copy of necessary licenses to perform the Scope of Work.
5. Contact Person within the Firm to receive all RFQ communications
6. Name of Person in the Firm authorized to obligate the Firm.
7. Organization chart of the Firm and related companies and sub-contractors composing the team to perform the services:
  - a. Prime Firm (directing all activities)
  - b. Contractors, Sub-Contractors, Specialty Contractors and related design consultants selected for the team.
8. Organization chart for Prime Firm's key staff and members assigned to the project with a description of responsibilities to be performed by each team member and resumes.
9. Narrative outlining the qualifications of the Firm and experience with similar projects completed within the last five years (to include name of project, owner, architect, scope of work, contract amount, completion date and current contact information).
10. Listing of references with direct knowledge and experience with the Firm and team members with contact information and relationship.
11. Narrative outlining the qualifications of sub-contractors, years in business and past experience with the responding Firm on similar projects.
12. Narrative outlining the Firm's understanding and approach to the project and process to include: methods and tools for execution, communication, scheduling, permitting, competitive pricing, establishment of the Guaranteed Maximum Price, construction supervision and coordination, safety and quality controls, project completion and closeout and warranty management.
13. Narrative outlining the Firm's capacity and workload (i.e. commitments of team members) and their ability to execute the work on schedule and in budget.
14. Indication of ability to Bond the project in the amount of \$5,000,000 and the name of the bonding company and rating.
15. Proof of required insurance to perform the project.
16. A Conflict of Interest Statement that the Firm, its sub-contractors and consultants have no conflicts of interest with the City of Greer and its employees and that no member of the proposed team has a family member employed, elected or appointed to any public position with the City who may have influence over the project or would benefit financially by award of the project to the team.
17. A statement outlining if the Firm or any team member has ever failed to complete any work awarded or if there has been any judgements, claims, arbitration proceedings or suits pending or outstanding against the Firm or its team members.

**RFQ Response Format:**

Interested Firms responses shall be in an 8 ½”X 11” format, neatly typed, page numbered and indexed to RFQ Requirements. At its sole discretion, the City shall determine if any and/or all responses are compliant. Proposers will not be compensated for the preparation of RFQ responses. All responses will become the property of the City and subject to public record law.

**Presentation:**

At its sole discretion, the City of Greer may request one or more identified firms to participate in an oral presentation for the project. Selected Firms will be provided with the interview format and items to be addressed in the interview. Potential presentation items may include a project approach, a project schedule, preconstruction process and fees, General Conditions, Overhead & Profit and a Budget Cost Model. The City will evaluate the presentations and rank the firms in descending order of recommendation. The City will then negotiate with the top ranked firm to establish a Guaranteed Maximum Price Contract for the project.

**RFQ Response Evaluation Criteria:**

The City will evaluate the RFQ Responses based on the following criteria:

1. The Firm’s legal authorization and licensure to execute the work. (Questions 1-6)
2. The firm’s key personnel assigned and depth of personnel (capacity) to accomplish this project; including concise resumes inclusive of educational background and prior work experience, and roles and responsibilities. (Questions 7-8)
3. The firm’s experience on similar projects utilizing Design Build delivery method including specific details on the extent to which preconstruction and construction phase services were provided; references; previous successful and timely completion of comparable projects. (Questions 9-11)
4. Detailed project approach including how the firm will work with the City and the Architect, and the firm’s approach to value analysis, constructability issues, cost models, project scheduling/tracking, construction management and warranty response. (Questions 12-13)
5. The firm’s bonding capability, Conflict of Interest Statement and claims and suits status. (Questions 14-17)

The City reserves the right to reject any and/or all responses with or without cause and to waive any and all irregularities with regards to the RFQ and responses; and to make decisions and selections in the best interest of the City.