



## **REQUEST FOR PROPOSALS**

Lancaster County Government  
Department of Procurement  
PO Box 1809, 101 N. Main St.  
Lancaster, SC 29721

### **LANCASTER COUNTY BUILDING PLAN REVIEW 3 YEAR CONTRACT**

Set forth the term "Offer" shall also mean "Bid" or "Proposal" or "Qualifications". All sealed Offers from responding participants are subject to all conditions and provisions herein. Offers shall only be received by Lancaster County Procurement, located at 101 N. Main St., Lancaster, SC 29720. All submitted Offers shall be publicly acknowledged by the Procurement Director or an approved designee.

LANCASTER COUNTY, SC

Cathy McDaniel  
Director, Procurement

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Solicitation No: **400200211**  
Date Issued: January 17, 2020  
By: Cathy McDaniel  
Phone: 803-416-9963  
E-Mail: [cdmcdaniel@lancastersc.net](mailto:cdmcdaniel@lancastersc.net)  
Announcements: Notifications for this solicitation, including addenda and award, can be located on the County website at [www.mylancastersc.org](http://www.mylancastersc.org) (Departments → Procurement → Open Solicitations)

INQUIRIES DUE: THUR January 30th 12:00 AM  
SUBMIT OFFER: TUE February 11<sup>th</sup> 2:00 PM

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## 1.0 Overview

### 1.1 Intent

The County of Lancaster, South Carolina (“County”) is requesting sealed Offers from qualified firms (“Vendor(s)”) for the following: **Building Plan Review 3 Year Contract; Solicitation No. 400200211**. Offers shall be received by Lancaster County Procurement until **2:00 PM ON Tuesday, February 11, 2020** and all Offers to this solicitation shall be publicly announced by reading thereafter. Responses to this solicitation will be used to determine which Vendor is capable of performing this solicitation’s scope of work in a manner determined to best meet the needs of the County for this individual solicitation.

It is the intent and purpose of the County that this solicitation permits competition. It is the responsibility of the Vendors to advise the County if any language, specifications or requirements, or any combination thereof, inadvertently limits the competition in this solicitation to a single source. If any 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 Vendor to notify the Procurement Department in writing within seven (7) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made.

Each Offer must meet all terms, conditions, and specifications of this solicitation in order to obtain contract award. By virtue of submission, Vendor acknowledges agreement and acceptance of all provisions except as those expressly consented in this solicitation. Non-substantial deviations may be considered, provided Vendor submits a full explanation and justification of proposed deviations. Whether any such proposed deviation is deemed non-substantial will be determined by the County in its sole discretion.

Each Vendor shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of work under the conditions of this solicitation. It is expected that this may sometimes require on-site observations. The failure or omission of a Vendor to acquaint themselves with existing conditions shall in no way relieve them of any obligation with respect to this Offer or to eventual contract.

It is the intent and purpose of this solicitation to give equal consideration to all Offers. Evaluations of each submission will also factor expertise, experience, capabilities, and references into any consideration of award.

Lastly, to ensure the integrity of the competitive process, all Vendors must avoid contacting any County employees, public officials, or other individuals other than the person(s) listed in this document, either directly or indirectly.

## **1.2 Award of Contract**

On the designated date and time listed on the front page all submitted Offers will be opened. All Offers will be publicly acknowledged, recorded, and thereafter evaluated for appropriate levels of responsiveness and responsibility. In determining and evaluating Offers, cost and compensation will not necessarily be controlling; the experience, quality, equality, efficiency, utility, suitability, and reputation of Vendors will be considered, along with other relevant factors. Lancaster County shall make award determination as such to the Offer deemed most advantageous to the County. Upon determination of a winning Offer, a Notice of Award shall be issued and the successful Offer will be publicly posted on the County website and the successful Vendor will receive a contract.

## **1.3 Right to Decline**

Lancaster County reserves the right to reject any and all Offers, to negotiate specific terms, conditions, and/or provisions on any contract that may arise from this solicitation; or, to waive any informalities or irregularities therein as in the best interest of Lancaster County. No contractual obligation or liability on the part of the County shall exist unless and until a final contract is executed.

## **2.0 General Terms & Conditions**

### **2.1 Certificate(s) of Insurance**

For any vendors providing on-site work, there will be a requirement to provide valid proof of insurance upon award but prior to commencing any work. Required limits can be up to and including Worker's Compensation \$500,000 per occurrence; General Liability of \$500,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; Auto Liability of \$500,000 combined single limit occurrence; Umbrella Liability of at least \$1,000,000 that follows the forms for underlying policies or is broader; and, Professional Liability of at least \$1,000,000 per occurrence for which coverage shall provide for professional errors and/or omissions in the preparation of designs and/or specifications and include the rendering of supervisory, inspection, or engineering services.

### **2.2 IRS Form W-9 & MBE/WBE Affidavit**

If selected for award, the successful Vendor will be required to submit a completed IRS Form W-9, or to resubmit IRS Form W-9 if form on file is not current with the County. If applicable, a Lancaster County MBE/WBE Affidavit should be completed (see Section 7.0: Additional Forms).

### **2.3 Prime Contractor Responsibilities**

The successful Vendor will be required to assume sole responsibility for the complete efforts as they pertain to this solicitation. The County will consider the Vendor to be the sole point of contact with regards to all contractual matters as they pertain to this solicitation.

### **2.4 Subcontracting**

If any part of the scope of work for this solicitation is to be subcontracted, the prime contractor shall identify the subcontracting organization and any contractual agreements made with the same. All subcontractors must be approved, in writing, by the County. The County reserves the right to reject any or all subcontractors and to require substitution of a qualified replacement to participate in the scope of work as specified herein.

### **2.5 Contract Administration and Assignment**

Questions or problems arising after award of this contract shall be directed to the Purchasing Director, located at 101 N. Main St., Lancaster, SC 29720, or by calling (803) 416-9963. The County Administrator or authorized designee must approve all change orders in writing. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County. Lancaster County shall not be bound to any change in the original contract unless approved by the County Administrator or authorized designee.

### **2.6 Hold Harmless Agreement**

The selected Vendor shall hold County harmless for any loss, damage or claims arising from or related to the performance of the awarded contract. The selected Vendor must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to awarded contract. The selected Vendor agrees to indemnify and hold the County harmless from all claims, demands, causes of action or suits of whatever nature arising out of the goods, services, labor, or materials furnished by contractors or subcontractors alike under the provisions of the solicitation documents.

## **2.7 Non-Collusive Agreement**

By submitting an Offer, any Vendor or any authorized agent of any Vendor, certifies under penalty of perjury, that to their best knowledge and belief, the validity of statements within their submission have been arrived at independently without collusion, consultation, communication, or pre-arranged agreement for the purposes of restricting solicitation competition. Further, no attempt has been made nor will be made by any Vendor to induce any other Vendor to submit or not submit Offers based on the purpose of restricting solicitation competition.

## **2.8 Non-Discrimination**

For the duration of the eventual contract, the successful Vendor shall agree to not discriminate against any employee or program applicant because of age, race, creed, color, nationality, ancestry, marital status, sexual orientation, gender identity or expression, disability, or sex. In addition, accordant to equal employment opportunities, the successful Vendor shall also consider all qualified applicants for employment without regard to age, race, creed, color, nationality, ancestry, marital status, sexual orientation, gender identity or expression, disability, or sex. Such equal employment opportunities include, but are not limited to: employment, promotion, demotion, transfer, recruitment, layoff, termination, rate of pay, selection for training, or apprenticeship.

## **2.9 Immigration Reform and Control**

By submitting an Offer, any Vendor or any authorized agent of any Vendor, is expected to comply with the Immigration and Reform Control Act of 1986 (IRCA). This act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986 by the Vendor, as well as any subcontractors. The usual method of verification for this information would be through the Employment Verification (I-9) Form. With any submitted Offer, Vendor hereby certifies without exception that they have complied with all federal and state laws relating to immigration and reform and will continue to comply throughout the duration of any awarded contract(s). Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, in Lancaster County's discretion, may subject any contract to termination and applicable damages. At the County's request, Vendor may be requested to produce any documentation or other such evidence to verify the Vendor's compliance with any provision, duty, certification, or like while under contract.

## **2.10 Drug Free Workplace**

During the performance of the scope of work covered within this solicitation the successful Vendor agrees to provide a drug-free workplace for employees; to post in conspicuous places, available to employees and applicants alike, a statement notifying the unlawful nature of the manufacture, sale, distribution, dispensation, possession, or use of any controlled substances as prohibited in the workplace, and to specify the actions to be taken against employees for the violations of such prohibited actions.

## **2.11 Lawful Compliance**

The successful Vendor shall comply with all laws relating to practice as they pertain to the state of South Carolina as well as federal regulations. Upon award of contract under this solicitation any Vendor to whom award is made must be authorized and/or licensed to do business within the state of South Carolina.

## **2.12 Excusable Delay**

The Vendor responsible for contractual services shall not be liable for any excess cost(s) if the failure to perform the contract arises out of any cause beyond control and without fault or negligence of the responsible party. Such causes may include, but are not limited to, acts of God or public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or embargoes; but, in every case the

failure to perform must be beyond the control and without fault of the Vendor responsible for any aforementioned contractual services.

### **2.13 Ownership of Material**

Ownership of all data, material, and documentation originated and prepared for the County pursuant to this solicitation shall belong exclusively to Lancaster County.

### **2.14 Termination**

The contract for this solicitation must be valid from date of signature or initial Purchase Order issuance and must remain valid until all services are rendered complete. Breach or non-performance of any contract term will constitute cause upon which the County may immediately terminate the contract by written notice.

Termination states that shall a dispute arise, and if, after good faith effort at resolution the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party. Termination may include:

- Convenience: In the event that this contract is terminated upon request, and for the convenience of the County without the required thirty (30) days advance written notice, then the County must negotiate reasonable termination costs, if applicable.
- Cause: Termination by the County for cause, default, or negligence on the part of the Vendor responsible for the scope of work must be excluded from the foregoing provisions, and termination costs, if any, must not apply. The thirty (30) days advance written notice requirement is waived and the default provisions listed herein must apply.
- Default: In the case of default by the Vendor responsible for the scope of work, the County reserves the right to purchase/lease all items/services in default in the open market, charging default Vendor(s) with any excessive costs.

### **2.15 Prohibition of Gratuities**

Section 8-13-705 of the Code of Laws of South Carolina states: offering, giving, soliciting, or receiving anything of value to influence action of public employee, member or official, or to influence testimony of witness; exceptions; penalty for violation; shall be subject to punishment provided by section 16-9-210 and section 16-9-220.

### **2.16 South Carolina Freedom of Information Act**

All submissions of responding Vendors are subject to the South Carolina Freedom of Information Act, S.C. Code Annotated Sections, 3-4-10, et seq. Any commercial or financial information that is deemed as privileged and confidential must be visibly and clearly marked as "CONFIDENTIAL" by Vendor and must be applied to each specific part of an Offer deemed as such. Failure to do so, or to mark the entire Offer as confidential may result in disclosure of submitted information as a determinant to uphold compliance to Federal and State information laws as they pertain to the access of public procurement information.

## **3.0 Scope of Services**

### **3.1 Description of Services**

Lancaster County is soliciting Offers from Vendors for plan review for the Lancaster County Building Department. The chosen firm (or firms) will be responsible for assisting Lancaster County staff with conducting construction-drawing plan reviews to determine code compliance with the South Carolina Building Code Laws.

### **3.2 Term**

The initial term of the awarded contract will be three (3) years from effective date. Upon expiration of initial term, contract may renew for two (2) successive one (1) year terms unless either party provides written notice to the other of intent to not renew agreement at least ninety (90) days prior to end of term.

### **3.3 Scope of Work**

- Conduct plan reviews to ensure that specifications contained in the plans meet or exceed SC Building Code Law.
- Review is to include Building, Mechanical, Electrical, Plumbing, Accessibility, and Energy.
- Review will also include a check of qualifications for the design team and/or contractor.
- Reviews are to be completed within fifteen (15) calendar days of notification by Lancaster County that plan documents have been received.
  - Larger projects may be allowed more time for review with the approval of the Lancaster County Building Official.
- Fees will be calculated as a percentage of the total Building Permit fee charged by Lancaster County using the current ICC Building Evaluation Data Table.
- Lancaster County will hold ownership of all documents, data and communication related to each plan review.
- All review comments will be transmitted to the County Building Department for recordkeeping purposes for ISO rating requirements.
- Vendor will be fully responsible for any incorrect actions or omissions related to the plan review process. Errors and omissions insurance coverage will be required and an up to date COI must be provided to Lancaster County prior to contract commencement.
- Invoices are to be submitted once a month by the 10<sup>th</sup> of the month. Submitted invoices should be for the previous calendar month (i.e. Invoice submitted on January 10<sup>th</sup> for December reviews).
- Percentage fee is to include any needed plan reviews for revisions.
- All information transmitted to and from Lancaster County should be treated as confidential.

## 4.0 Offer Submittal

### 4.1 Submittal Instructions

- Please submit:
  - **FOUR (4) HARD COPIES**; and
  - **ONE (1) SIGNED ELECTRONIC VERSION (USB)** of Offer.
- Submissions must be delivered in sealed packaging with
  - **VENDOR NAME**;
  - Solicitation number **RFP# 400200211**; and
  - Identifying words, **Plan Review RFP**, clearly marked on the outside of the packaging.
- All Offers should be complete and carefully worded and must convey ALL information requested by the County. If errors are found in the Vendor's Offer, or if the Offer fails to conform to the requirements of this solicitation, Lancaster County will be the sole judge as to whether that variance is significant enough to reject the Offer.
- Offer should be prepared simply and economically; there is no explicit page count limit for this solicitation. All data, materials and documentation shall be available in a clear, concise format.
- Vendors must clearly mark as "CONFIDENTIAL" any part of their Offer which they consider proprietary information and that may be exempt from public disclosure under Section 30-4-4C, Code of Laws of S.C., 1976, (1986 CUM SUPP) Freedom of Information Act.
- Late or improperly formatted submissions will not be considered.
- Only one (1) Offer may be submitted by each Vendor.
- Offer must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address).
- The County accepts no responsibility for any expense incurred by Vendors to this solicitation.
- Offers shall be delivered in person, prior to deadline, and only to authorized Lancaster County Procurement employees located on the first floor of the County Administration Building at:

Procurement  
101 N. Main St.  
Lancaster, SC 29720

Or delivered by USPS or chosen courier prior to deadline at:

Procurement Office (**Plan Review RFP**)  
101 N. Main St.  
PO Box 1809  
Lancaster, SC 29721

- Procurement personnel shall make a check for Offer deliveries at deadline, prior to public opening.

## 4.2 Inquiries

All questions regarding this solicitation should be addressed to Lancaster County Procurement via the designated email listed on the front page of this solicitation. The deadline for inquiries will be at **12:00 AM ON THURSDAY, JANUARY 30, 2020**. All inquiries are to be submitted in writing and all responses will be publicly available via the solicitation listing on the Lancaster County website in the form of an addendum. The County reserves the right to decline to respond to any questions if, in the County's assessment, the information cannot be obtained and shared with all Vendors in a timely manner.

## 4.3 Proposal Information

Please provide the following information along with Offer:

- TECHNICAL  
Please provide a detailed description of Vendor's demonstrated approach and competences for all aspects of services outlined in Section 3.0 (Scope of Services) of this solicitation. Please include information concerning typical timelines for completion.
- FIRM & STAFF QUALIFICATIONS  
Please provide a description and history of the firm along with information related to previous experiences and providing services similar in nature, size and scope to those outlined in Section 3.0 (Scope of Services). Please provide at least three (3) references for which the firm has performed services within the past five (5) years that are similar to the requirements as outlined in Section 3.0 (Scope of Services).
- COST  
Please submit a clearly marked detailed cost proposal. Vendors are encouraged to provide any additional information (including discounts or incentives) that address the best value of Offer presented. Cost will be evaluated on the rates billed to the County. There will be no allowance for the addition of any overhead and/or administrative costs. Any annual increases to the contract price will be clearly stated on cost proposal.

## 4.4 Evaluation Criteria

Offers will be evaluated by a selection committee comprised of County officials and personnel with experience and knowledge of services of this scope and nature. Vendor's past performance, experience, and qualifications submittal, in addition to the cost proposal, will be the basis of the evaluation criteria.

Offers will be evaluated based on the following criteria:

Suitability: Overall competences within the relevant domain of Scope of Services listed in RFP.

Organizational Qualifications: Qualifications and experience of firm and project team members, i.e., full-service competences within this solicitation's scope as shown by key staff members' knowledge and experience with the SC Building Code.

Cost and Cost Control Measures: Pricing strategy and cost proposal. Includes any annual increases specified in price proposal.

Experience and Knowledge in Commercial Plan Review: Firm's ability to aid County in Commercial Plan Review that properly serves its citizens and staff.

Number of years in business within State of South Carolina.

Responsiveness to the RFP.

#### **4.5 Presentations**

After initial review and ranking of Offers, the County may invite Vendors for oral and visual presentation of qualifications. These presentations shall be conducted at the County's sole discretion when it feels further evaluation of materials may be essential as part of the evaluation process.

#### **4.6 Selection Process**

Following initial review of the Offers received, the County intends to evaluate responses based on the listed criteria for final award of this solicitation. After evaluations are complete, the successfully selected Vendor will then enter into formal negotiations on contract conditions and fees. If a reasonable agreement cannot be achieved with the highest evaluated Vendor of choice, negotiations shall proceed with next highest ranked Vendor(s) in succession until a mutually agreed contract is reached.

## 5.0 Vendor Information

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THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR OFFER

PLEASE SUBMIT A SIGNED COPY OF THIS FORM WITH YOUR OFFER. BY SUBMITTING AN OFFER, YOU ARE AGREEING TO ALL CONDITIONS AND PROVISIONS OF THIS SOLICITATION AND YOU AGREE TO HOLD OFFER OPEN FOR A MINIMUM OF NINETY (90) CALENDAR DAYS AFTER OFFER'S OPENING DATE.

(Please print or type in spaces below)

---

DATE:

---

COMPANY NAME:

---

COMPANY ADDRESS:

---

CITY, STATE, ZIP:

---

PHONE NUMBER:

---

EMAIL:

---

TAXPAYER IDENTIFICATION #:

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STATE OF INCORPORATION (If applicable):

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PLEASE CHECK ALL THAT APPLY (As defined via MBE/WBE affidavit, see section 7.0):

- MINORITY OWNED (If checked, must submit MBE/WBE affidavit: Section 7.0)
- WOMAN OWNED (If checked, must submit MBE/WBE affidavit: Section 7.0)
- NOT MINORITY OR WOMAN OWNED

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NAME (Please print):

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**AUTHORIZED SIGNATURE:**

## 6.0 Addenda

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THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR OFFER

### 6.1 Acknowledgement of Addenda

Notifications for this solicitation, including addenda, can be found via the Lancaster County website at (Departments → Procurement → Open Solicitations).

It is the sole responsibility of the vendor to periodically check the website for updates such as addenda.

Vendor hereby acknowledges all addenda, up through and including number \_\_\_\_\_.

INITIALS \_\_\_\_\_

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

## **7.0 Additional Forms. (If Applicable)**

### COUNTY OF LANCASTER, SOUTH CAROLINA

#### AFFIDAVIT OF CERTIFICATION:

#### MINORITY-OWNED BUSINESS ENTERPRISE (MBE)/WOMAN-OWNED BUSINESS ENTERPRISE (WBE)

Lancaster County requires vendors that claim MBE/WBE status to provide either proof of current MBE/WBE certification or to attest that they meet the qualifications for MBE/WBE certification. Vendors are to complete this form to attest that their company is not certified as a MBE/WBE, however, it meets the qualifications for MBE/WBE certification as defined by Lancaster County Procurement Code, Sec. 2-287:

#### LANCASTER COUNTY QUALIFICATIONS FOR MBE/WBE CERTIFICATION:

1. Certified means the business or business owner must be able to show evidence of:
  - i. Existence as a “for profit” business;
  - ii. Operations for at least one (1) year;
  - iii. US citizenship or legal resident alien status; and either:
    1. Be determined as an eligible MBE/WBE in accordance with Lancaster County Procurement Code, Sec. 2-287, [subject to the provisions of “minority business enterprise (MBE)” and “woman-owned business enterprise (WBE)” as defined in this document]; or
    2. The business holds current registration of MBE/WBE status with a reciprocal agency deemed acceptable to the County.
2. Certified Firm means a firm that has been accepted by Lancaster County as Certified.
3. Minority Business Enterprise or MBE means a business:
  - i. Which is at least fifty-one (51) percent owned by one (1) or more Minority Individuals, or in the case of a publicly owned business, at least fifty-one (51) percent of all classes of the stock of which is owned by one (1) or more such Minority Individuals;
  - ii. Whose management, policies, major decisions, and daily business operations are independently managed and controlled by one (1) or more Minority Individuals;
  - iii. Which performs a commercially useful function; and
  - iv. Which is a Certified Firm.
4. Minority Individual means a natural person of at least twenty-five (25) percent minimum (documentation may be required) in one (1) of the following groups:
  - i. African-Americans/Black;
  - ii. Hispanic-Americans, which includes persons who are Mexican, Puerto Rican, Cuban, Caribbean, Dominican, Central or South American, regardless of race;
  - iii. Native-Americans, which includes persons who are American-Indians, Eskimos, Aleuts, or Native-Hawaiians;
  - iv. Asian-Americans, which includes persons who are individuals of Far East Asia, Southeast Asia, the islands of the Pacific, or the Indian Subcontinent;
  - v. Arab-Americans.

5. Woman-Owned Business Enterprise or WBE means a business:
- i. Which is at least fifty-one (51) percent owned by one (1) or more women, or in the case of a publicly owned business, at least fifty-one (51) percent of all classes of the stock of which is owned by one (1) or more such women;
  - ii. Whose management, policies, major decisions, and daily business operations are independently managed and controlled by one (1) or more such women;
  - iii. Which performs a commercially useful function; and
  - iv. Which is a Certified Firm.

**COMPANY INFO:**

Legal Name of Company: \_\_\_\_\_

Tax ID (EIN): \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone Number: \_\_\_\_\_

Company Email Address: \_\_\_\_\_

Enterprise Status: (check all that apply):      a. MBE \_\_\_ b. WBE \_\_\_

**STATE OF SOUTH CAROLINA, County of Lancaster**

**I CERTIFY THAT I AM A MINORITY OR A WOMAN WHO IS AN OWNER OF THE ABOVE-REFERENCED FIRM CLAIMING STATUS AS A MINORITY-OWNED BUSINESS ENTERPRISE (MBE) OR WOMAN-OWNED BUSINESS ENTERPRISE (WBE). I DECLARE, UNDER PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED IN THIS SUBMISSION AND ALL SUPPORTING DOCUMENTS IS TRUE AND CORRECT AND I UNDERSTAND THAT IT IS MATERIAL TO THE PROCEEDINGS OF LANCASTER COUNTY.**

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

Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_  
(Notary Printed Name).

\_\_\_\_\_  
NOTARY PUBLIC (Signature & Seal)

Commission expires: