

FAIRFIELD COUNTY
Procurement Office
350 Columbia Road, Winnsboro, SC 29180
Phone 803-635-1415 Fax 803-635-5969
Sheila Pickett, CPPB, Procurement Director

REQUEST FOR PROPOSALS TO PROVIDE DIGITAL BILLBOARDS

RFP: **0719 Digital Billboards - REBID**

DATE: August 9, 2019

DUE DATE/TIME: **August 30, 2019 at 10:00 AM EST**

RFP SUBMISSION: **One (1) original, three (3) copies, and one (1) digital copy**
Sheila Pickett, CPPB
Fairfield County Administration Building,
Conference Room, 2nd Floor
350 Columbia Road, Winnsboro, SC 29180

MAILING ADDRESS: Fairfield County Procurement Office
P.O. Drawer 60
Winnsboro, SC 29180

CONTACT: Questions must be in writing and received by 2:00 P.M.,
August 23, 2019
Email Address: sheila.pickett@fairfield.sc.gov

Fairfield County is inviting firms to submit proposals with the requirements of this solicitation which are contained herein. In order for your proposal to be considered, it must be submitted to the Purchasing Office no later than the date and time as listed above, at which time respondents to this request will be recorded in the presence of one or more witnesses. Proposals received by the Purchasing Office after the time specified will be returned to the offeror unopened. Due to the possibility of negotiation with all offerors, the identity of any offeror or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal opening.

The proposals must be signed by an official authorized to bind the Proposer, and shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of proposals. **Proposals must be submitted in a sealed opaque envelope/container showing the above proposal number, opening date, and title.**

All submittals received in response to this Request for Proposals will be rated by a County Selection Committee, based upon the Evaluation Criteria and other factors as listed in Section II. This solicitation does not commit Fairfield County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The

County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel in part or in its entirety this proposal, if it is in the best interest of the County to do so.

REQUEST FOR PROPOSALS

RFP 0719 Digital Billboards - **REBID**

Purpose

Fairfield County is seeking proposals from billboard developers for the design, construction, management, and maintenance of three (3) digital billboard signs at the potential locations (see Figures 1-3). Firms must be creative, qualified, experienced and professional firm. The closing date for this RFP is **August 30, 2019**, at 10:00 a.m.

About Fairfield County

SECTION I: SCOPE OF SERVICES TO BE PERFORMED

Fairfield County is somewhat unique in that we are a smaller rural county, but our borders join some major metropolitan areas. The purpose in seeking proposals from qualified firms to develop and operate one-sided or two-sided digital billboards on County sites. The digital billboards is to improve economic development and the quality of life in Fairfield County, in part by building a robust and healthy economy that is both diversified and sustainable. In so doing, there are a variety of factors that must be considered including making sure that the most financially appropriate choices are made in the interest of the tax payer and to preserve local character and community spirit.

The selected proposer will be solely responsible for all costs arising from planning, permitting, installing, operating, and maintaining the digital billboards.

Potential Business Terms:

Proposals must specifically address each of the following potential business terms, in the order they appear below. These terms will be negotiated in more detail with the selected developer(s) and included in the Development Agreements and Leases for digital billboards.

1. Locations:

Proposals must specify address the three (3) proposed locations for digital billboards.

2. Billboard Specifications:

Proposals must provide the specifications of the digital signs, including screen sizes and pixel dimensions. Unless otherwise specified in the proposal, it is assumed that each digital billboard will be double-sided.

3. Lease Rate:

Proposals must specify the proposed lease rate for each digital billboard location on an annualized basis. Proposals may include a base rent amount with a revenue sharing provision, but higher base rents are preferred.

4. Term:

Proposal should include a minimum 3-year lease term. Longer terms or leases with extension options

will be considered if a market-based adjustment is included in the term, either on an annual basis or at the point of extension options.

5. Modification to Restricted Areas:

Proposals must describe how the developer will achieve any necessary modifications to state or federal restrictions on highway landscape areas or exclusion areas related to constructing new billboards. Proposals must also indicate what role, if any, the County is expected to have in that process.

6. Development Schedule:

Proposals must include a development schedule for each billboard location, including timeframes required for obtaining permits, modifying restricted areas, and completing construction. Proposals must also specify the targeted date for when the County will begin receiving lease revenue for each billboard location.

7. Emergency Preemption:

Proposal must allow the County or other designated authorities to preempt digital advertisements with emergency alerts or information at no cost.

8. Permits and Design Review:

Assuming it is required by the County, the developer shall obtain Conditional Use Permits and design review approval related to the construction of digital billboards. The developer shall also be responsible for obtaining any permits from other agencies as necessary.

9. Construction and Maintenance Costs:

The developer shall be solely responsible and shall bear all costs for the construction and installation of the digital billboards. The developer shall also be solely responsible of providing and paying for all preventative and ongoing maintenance of the digital billboards.

SECTION II: Selection Process:

Evaluation of Proposals

In evaluating the proposal, Fairfield County reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the offeror deemed to best serve the interest of the County; and adopt any part or all of a proposal if it is judged in the best interest of the County. Each proposal will be evaluated on the content of the offeror's proposal.

During the review process, the review panel shall have the right to request from offerors any other information or evidence which it deems necessary for evaluation of the proposal and relevant to any one or more of the stated evaluations factors. The failure of an offeror to promptly provide such requested information or evidence shall be sufficient grounds for determining the offeror to be non-responsive and for rejection of the proposal.

Fairfield County reserves the right to contact an offeror for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the offeror that is deemed appropriate and would assist in the evaluation.

Proposal which after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of the Request for Proposal will be classified as “acceptable”. Proposals found not to be acceptable will be classified as “unacceptable” and no further discussion concerning same will be conducted.

Evaluation Criteria

Fairfield County intends to award a contract resulting from this Request for Proposal to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation factors set forth herein: however, the right is specifically reserved to reject any and all proposals. Fairfield County shall be the sole judge of whether or not a proposal meets the requirements of this Request for Proposal.

Proposal will be reviewed and evaluated by the review panel based upon the evaluation factors which are listed below:

1. Proposal content and its responsiveness to the RFP (include a detailed description of how the technical requirements for the proposed will be met). Demonstrate understanding of the scope and objects and work plan presented in the RFP. **(25 points)**
2. Overall qualifications and technical competence of the individuals to be involved in the project as they relate to this project. **(25 points)**
3. Past performance; contractor must submit a representative list of all similar projects completed within the past three (3) years to include contact persons names, technical contacts, addresses and telephone numbers. **(20 points)**
4. The firm’s insight related to the project and the County’s needs. **(15 points)**
5. Fee schedule and estimated number of hours **(15 points)**

Basis for Award

Based on the result of the preliminary evaluation, the highest rated offeror(s) may be invited by the Director of Procurement to make oral presentations to the Evaluation Committee. This committee will then conduct a final evaluation of the offerors. The Evaluation Committee shall then negotiate a proposed contract with the highest qualified offeror. At the time proposed contract is negotiated, the offeror and the Evaluation Committee may negotiate any changes desired in the Request for Proposal if deemed in the best interest of Fairfield County. If a satisfactory proposed contract cannot be negotiated with the highest qualified offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified offeror and so on. The Committee will make appropriate recommendation(s) to Fairfield County Council prior to actual award of contract.

Oral Presentations

Each offeror who submits a response to this Request for Proposal *may* be required to make an oral presentation of the submitted proposal to the County. Such presentations provide an opportunity for the offeror to clarify the proposal, to insure mutual understanding, and will in no way change the offeror’s original proposal. Subsequent travel expense by the offeror will be at the offeror’s expense.

Offerors are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the Director of Procurement require no clarifications and/or supplementary information such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

Contracting

Upon award of the proposal, this document and the successful offeror’s proposal, including all correspondence, supporting documents and completed forms, shall become part of the contract. All written communications between Fairfield County and the successful offeror after the proposal opening may also be incorporated into the contract.

Amendments

All amendments to and interpretations of this solicitation shall be in writing. Fairfield County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by Fairfield County in writing or in this RFP should be used in preparing offeror responses. All contracts that an offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of Fairfield County and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing responses.

County Responsibility to Proposal

This Solicitation does not commit Fairfield County to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for the articles of goods or services. Fairfield County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it’s in the best interest of the County to do so. If the proposal fails to conform to the essential requirements of the RFP, Fairfield County alone will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

Ownership of Material

All proposals submitted in response to this document become the property of Fairfield County. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of Fairfield County upon award of contract. Offerors not awarded a contract under this solicitation, may request return of excess copies of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the offeror. If federal Express, UPS, or other shipping number is not received with request, all excess copies will be destroyed.

Discussions/Negotiations

By submission of a proposal, offeror agrees that during the period following issuance of the RFP and prior to final award of contract, offerors shall not discuss this procurement with any party except the Director of Procurement or other parties that may be designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using agency/department, any aspects of the procurement without prior approval of the Director of Procurement.

Minimum Qualifications

Fairfield County reserves the right to determine whether offerors have the minimum qualifications to perform a contract of this type. The determination by the County concerning offeror qualifications shall be final.

Right to Protest

Any prospective proposer, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest to the Director of Procurement within ten (10) calendar days of the date of issuance of the Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto. Any actual proposer, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest to the procurement director within ten (10) calendar days of the notification of award.

SECTION III: Contractual Requirements

Offeror Responsibility

The contractor shall provide all of the proposed work and services as finally agreed upon and accepted by Fairfield County. Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to contract.

SC Law Clause

Upon award of a contract under this proposal, 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 this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal,

the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, Fairfield County, 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.

Compliance with Laws

The contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the County, its officers and agents, against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree whether by themselves or their employees.

Insurance Requirements

Prior to commencing work hereunder, Contractor, at its expense, shall furnish insurance certificate showing the certificate holder as Fairfield County Council, P.O. Drawer 60, Winnsboro, SC 29180, Attention: Procurement Director and with a special notation naming Fairfield County Council as an Additional Insured on the general liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

Workers' Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for its employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.

Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT.

Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

The Contractor shall not cause any insurance to be canceled or permit any insurance to lapse. If any of the policies required hereunder shall be canceled or non-renewed, it shall be replaced with no coverage gap and a current certificate of insurance will be provided immediately thereafter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the

insurance applies, and the expiration date.

The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

Indemnification

The contractor and any of its subcontractors shall indemnify, defend, hold harmless and reimburse the county, their agents, officers, and employees from and against any and all: losses, liabilities, expenses, and all claims for damages of any nature whatsoever, relating to or arising out of any action or failure to act, by the contractor, its subcontractors, officers, agents, and employees, or relating to or arising out of the performance or failure to perform by the contractor, its subcontractors, officers, agents and employees of any of the obligations under this agreement.

Fairfield County shall promptly notify the contractor of any civil or criminal actions filed against it or of any notice of violation from any federal or state agency or of any claim as soon as practical. The contractor upon receipt of such notice shall have the right at its election to defend any and all actions or suits or join in the defense. Nothing herein shall be construed to prevent the county from defending their own interest.

Equal employment Opportunity

Contractor agrees that it will not discriminate in hiring, promotion, treatment, or other terms, and conditions of employment based upon race, sex, national origin, age, disability, or in any way violate of Title VII of 1964 Civil Right Act and amendments or the South Carolina Human Affairs Law, excepts as permitted by said laws.

Governing Law

Contractor hereby agrees to subject itself to the jurisdiction and process of the courts and to the law of the State of South Carolina of all matters and disputes arising or to arise under this contract and the performance thereof, including all matters pertaining to the validity, construction, interpretation and effect of a resulting contract. In the event of any dispute between the parties hereunder, all such disputes shall be pursued in Circuit Court for the State of South Carolina, Fairfield County.

Attorney Fees

In the event that Fairfield County is required and shall bring a suit or action to compel performance of or recover for any breach of any stipulation, covenant, term or condition of a resulting contract, the county may seek attorney fees from contractor and contractor will pay to the county such attorney fees as the court may award. Otherwise attorney fees in connection with any suit or action hereunder will be borne by the parties experiencing said expenses.

Payment Terms

Payment for services pursuant to a successful contract will be made within thirty (30) days of receipt of a detailed monthly invoice unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. Contractor shall provide complete cooperation during any such investigation. Invoices shall be

for services rendered for the period of the first day of the month through the last day of the month.

Termination

1. Subject to the provisions below, the contract may be terminated by the Director of Purchasing providing a thirty (30) day advance notice in writing is given to the Contractor.
 - a. Termination for Convenience.
In the event that this contract is terminated or cancelled upon request and for the convenience of the County without the required thirty (30) day advance notice, then the County shall negotiate reasonable termination costs, if applicable.
 - b. Termination for Cause.
Termination by the County for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in this bid shall apply.
2. DEFAULT: In case of default, the County reserves the right to purchase any or all items in open market, charging the Contractor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting contractor shall be considered until the assessed charge has been satisfied.
3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid. State whether or not your company has been involved in any litigation within the past five (5) years arising out of your performance.

Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

State whether or not your company has been involved in any litigation within the past five (5) years, arising out of your performance. Circle Yes or No. If you answer yes, explain fully if it has been involved in any litigation involving performance.

Figure 1:



Figure 2:



Figure 3:

