

**FAIRFIELD COUNTY COUNCIL
SOLICITATION**

RFP: **1121 Gateway Entrance & Wayfinding Design**
DATE ISSUED: **10/23/2023**
Procurement Officer: **Cathy Washington**
Phone: **(803) 635-1415 ext. 4042**
E-Mail Address: **cathy.washington@fairfield.sc.gov**

SUBMIT OFFER BY: **November 21, 2023/ 10:00 A.M.**

QUESTIONS MUST BE RECEIVED BY: **November 14, 2023/ 10:00A.M.**

NUMBER OF COPIES TO BE SUBMITTED: **1**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

FAIRFIELD COUNTY COUNCIL
P. O. DRAWER 60
WINNSBORO, S.C. 29180

PHYSICAL ADDRESS:

FAIRFIELD COUNTY COUNCIL
PURCHASING DEPARTMENT
250 N. WALNUT ST.
WINNSBORO, S. C. 29180

CONFERENCE TYPE:	LOCATION:
DATE & TIME:	

You must submit a signed copy of this form with Your Offer. By submitted a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening date.

NAME OF OFFEROR (Full legal name of business submitted the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity(federal, state, or local) <input type="checkbox"/> Other _____
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME	DATE SIGNED	
Instructions regarding Offeror's name: Any award will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, I.e., a separate corporation, partnership, sole proprietorship, etc.		
STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)		
TAXPAYER IDENTIFICATION NO.		STATE VENDOR NO.

HOME OFFICE ADDRESS (Address for offeror's home office/principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)			
	Area Code	Number	Extension	Facsimile
	E-mail Address			

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
Payment Address same as Home Office Address Payment Address same as Notice Address (check only one)	Order Address same as Home Office Address Order Address same as Notice Address (check only one)

RFP FOR GATEWAY ENTRANCE AND WAYFINDING SIGNAGE DESIGN SERVICES

Project Overview: Fairfield County is accepting proposals from qualified architectural, landscape, and urban planning design firms for "Design Services for Gateway and Wayfinding Signage".

Project Purpose: The County is soliciting qualified firms to provide design services for the construction of signage at the gateway entrance to Fairfield County along Interstate 77 and for the creation of wayfinding signage designs. The goal is to create a consistent gateway as travelers enter Fairfield County and provide a "brand" and reinforce the identity of the County as a destination. The locations for the gateway signs are on an interstate and will need to comply with Federal Highway Administration and SCDOT encroachment regulations. The wayfinding signage will include design for pedestrian and vehicle wayfinding signs that can be installed across the County.

The County seeks a qualified firm to assist with identifying the best location along I-77, design the sign and all related landscape and hardscape surrounding the sign. The design package will be of sufficient detail so that they can be advertised for construction bidding. The successful firm shall incorporate field work into the scope to verify all site conditions prior to design work.

Project Scope: It is anticipated the gateway design will emphasize natural stone or brick. Proposed designs should be proportionate to the site and not obstruct traffic sight-lines. Landscaping, if proposed, should require minimum maintenance. Gateway signage will need to be visible from both sides of the four-lane highway and signify entering/exiting the County. The intent of the signs is to acknowledge travelers and let them know they have arrived and/or exited the County.

The goal of the wayfinding design is to develop signage that matches the gateway signs along the interstate and create a unified directional, contextual and identification signs across a range of signage mediums.

Scope of Work: The successful firm is expected to provide the following:

- 1) Preliminary meetings with staff to discuss potential locations, conceptual designs and visual preferences for Gateway and wayfinding signage.
- 2) Stakeholder meetings with the municipalities within the County to receive input related to signage design.
- 3) Draft conceptual renderings for staff feedback shall be considered part of the process;
- 4) Design drawings for sign styles that match the County's criteria for Gateway entrances.
- 5) Provide drawings for each sign including landscape and hardscape.

Evaluation Criteria Submission Requirements: The following must be included in the proposal:

- 1) Narrative demonstrating an understanding of the project.
- 2) Examples of previously designed gateway sign types. The examples of signage that were designed and constructed elsewhere should also provide construction costs.
- 3) Background information on the firm including project team and qualifications.
- 4) References.
- 5) Schedule.

Proposals will be evaluated based upon the following criteria:

- 35% Qualifications of Firm and Project Team/References
- 40% Response to RFQ Requirements
- 15% Project Team Experience with Project Type
- 10% Time Schedule

Proposals must be delivered to the Director of Procurement no later than 10a.m. on November 21, 2023. Proposals postmarked prior to this deadline will be accepted. Fax transmitted proposals will not be accepted at any time.

Please provide one electronic copy to cathy.washington@fairfield.sc.gov and three (3) paper copies to:

Cathy Washington, Director of Procurement
Fairfield County Council
P.O. Drawer 60
250 N. Walnut St.
Winnsboro, SC 29180

Proposal Review and Selection

The review committee will evaluate each proposal submitted. Once the committee complete the review process we will then notify all applicants concerning the outcome.

Official Approval

The review committee will make recommendation for the signage. Once final approval received from Fairfield County Administration, an official award will be made.

Contract Effectiveness

The County will make every effort to administer the proposal process in accordance with the terms and dates discussed in the request for proposal. However, Fairfield County reserves the right to modify the proposal process and dates as deemed necessary.

Proposal Requirements

For Fairfield County to consider your application, a proposal must include the following minimum requirements:

To ensure that each proposal receives careful consideration, Fairfield County requires that all proposals meet the format guidelines. This will enable Fairfield County to compare and evaluate the proposals effectively and objectively. Proposals that do not meet the guidelines may not be considered. Each proposal should be clear and concise, presenting the information in such a manner as to be easily understood by the reader. The proposal sections and format should be organized as follows:

Title Page / Cover. Show the name of the proposing firm, its principal business address, the contact person for the proposal, telephone number, and email address of the contact.

Qualifications. The proposing firm must provide a summary of the firm's qualifications and experience. Experience in multiple and varying municipalities is preferred. The firm must also provide a list of references and an example of completed work similar in nature to this project.

Project Understanding. A statement of understanding of the scope of the work proposed should it be selected.

Pricing. Describe the pricing for services and supplies that are proposed. Include a detailed billing statement as part of this section.

Project Methods and Procedures. Provide a description of the firm's approach and a technical plan for accomplishing the duties required.

Project Timeline. Provide a schedule for deliverables and completion of the project.

Other Information. Briefly describe any other information not previously mentioned that the institution believes should be given consideration by Fairfield County.

Fairfield County reserves the right to reject any and all proposals, cancel all or part of this RFP, and waive any minor irregularities and to request additional information from proposing firms. By requesting proposals, Fairfield County is in no way required to award a contract or pay expenses of the proposing firms in connection with the preparation of the proposal.

The County's decision to award a contract will be based on many factors including but not limited to service, cost, proposal requirements met, etc. No single factor, such as cost, will determine the final decision to award.

The successful proposer will be required to secure and maintain appropriate insurance coverage. Proof of such coverage, in the form of a broker-issued certificate, must be received by the County prior to the beginning contract date.

The County truly appreciates the effort all the institutions and their respective staffs will have to put forth in responding to the Signage Request for Proposal for Fairfield County.

Contractual Requirements

- 1.0 EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- 2.0 S.C. LAW CLAUSE: Upon award of a contract under this bid, 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 bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina 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.
- 3.0 OFFEROR'S QUALIFICATIONS: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The Purchasing Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 4.0 OFFEROR RESPONSIBILITY: 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 the contract.
- 5.0 AFFIRMATIVE ACTION: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 6.0 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.
- 7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the

contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.

- 8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 9.0 ADDITIONAL ELIGIBILITY: Other Fairfield County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
- 10.0 INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at his expense, shall furnish insurance certificate showing the certificate holder as Fairfield County, P.O. Drawer 60, Winnsboro, SC 29180, Attention: Purchasing Director and with a special notation naming Fairfield County as an additional insured on the liability coverage. If not otherwise specified, the minimum coverage shall be as follows:
- 10.1 Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
- 10.2 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 \$2,000,000 COMBINED SINGLE LIMIT.
- 10.3 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 \$2,000,000 COMBINED SINGLE LIMIT.
- 10.4 Umbrella Liability Insurance – Required at \$3,000,000 limit per occurrence.
- 10.5 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.
- 10.6 The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt

of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

- 10.7 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.

11.0 **INDEMNITY**: The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

12.0 **TERMINATION FOR DEFAULT**:

12.1 The performance of Work under the Agreement may be terminated by the Purchasing Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

12.2 The Purchasing Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

13.0 **TERMINATION FOR CONVENIENCE**: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, and adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

Special Instructions:

1.0 **INTENT TO PERFORM**: It is the intent and purpose of Fairfield County that this request permits competition. It shall be the offeror's responsibility to advise the Purchasing Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the proposal opening date. A review of such notifications will be made.

2.0 RECEIPT OF PROPOSAL: Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal opening will be void, regardless of when they were mailed.

3.0 PREPARATION OF PROPOSAL

3.1 All proposals should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the proposal.

3.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

3.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

3.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposal (RFP), you are to include this information as a separate appendix to your proposal.

4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Proposal. The County shall not be legally bound by an amendment or interpretation that is not in writing.

5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Purchasing Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.

6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their proposal to the County, after the proposal opening. Discussions may be conducted with responsible offerors, who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

6.1 Determine in greater detail such offeror's qualifications.

- 6.2 Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
 - 6.3 Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
 - 6.4 Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.
- 7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received, and in all cases the County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.
- 9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as "Confidential" each part of their proposal, which they consider to contain proprietary information.
- 10.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.
- 11.0 ALTERNATES: Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.

- 12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or proposal therefore.
- 13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.