



REQUEST FOR PROPOSALS FOR ROWAN COUNTY

Capital Improvement Plan # 2025-009

ROWAN COUNTY

130 West Innes Street

Salisbury, NC 28144

704-216-8178

jody.farrow-bennett@rowancountync.gov

Date Issued: Monday, August 26, 2024

Date Due: Wednesday, September 25, 2024, at 3:00 PM ET

Administered By: Jody Farrow-Bennett, Purchasing Director

NOTICE TO CONTRACTORS

REQUEST FOR PROPOSALS

ROWAN COUNTY CAPITAL IMPROVEMENT PLAN – FINANCE DEPARTMENT

Rowan County is requesting proposals from interested and qualified professional consulting firms to prepare the Rowan County Capital Improvement Plan. All proposals submitted for services must meet or exceed the time frame and the product/service specifications as outlined in this Request for Proposals (RFP).

Proposals for the Rowan County Capital Improvement Plan will be accepted until Wednesday, September 25, 2024, at 3:00 PM ET at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Request documents may be obtained by contacting the Rowan County Purchasing Director or from the County website at:

Rowan County Purchasing Department
Attn: Jody Farrow-Bennett, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144
704-216-8178
jody.farrow-bennett@rowancountync.gov
<https://www.rowancountync.gov/675/Purchasing>

Submission of any proposal signifies the Contractor's agreement that their proposal and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between Rowan County and the successful Contractor. All prices submitted with the proposal shall remain in effect for the ninety (90) day period.

Insurance requirements are listed in the document and will be required only from the awarded vendor before entering into contract with Rowan County.

Once the RFP is public all questions related to the RFP shall be directed to the Purchasing Director. Any contact related to the RFP with County Staff and/or Board of Commissioners will be prohibited and cause for rejection.

Rowan County reserves the right to award and/or reject any and/or all proposals and waive any technicalities or irregularities. For complete details, consult the RFP.

This is the 26th day of August 2024.

Rowan County



By: Jody Farrow-Bennett
Rowan County Director of Purchasing
and Contract Administration

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1. Section 1: Introduction & General Instructions

1.1. Intent of Request for Bids

The purpose and intent of this Request for Proposal (RFP) is to contract for creation of a Capital Improvement Plan for multiple Rowan County Departments across multiple funds. The following documents make up this Request for Bids:

- a. This Document
- b. Scope of Work
- c. Bidder Information Sheet
- d. Proposal Response Form

1.2. Important Dates

- 1.2.1.** Issue Date: Monday, August 26, 2024
- 1.2.2.** Deadline for written questions: Wednesday, September 4, 2024, at 5:00 PM ET
- 1.2.3.** Deadline for Submitting Bids: Wednesday, September 25, 2024, at 3:00 PM ET

2. Section 2: Bid Submission

2.1. Submission of Bids

Bids must be presented on the **Proposal Response Form** attached to the specifications. Submit one (1) electronic copy attached as a PDF in an email format. Mailed, delivered or email to:

Rowan County Purchasing Department
Attn: Purchasing Department
130 West Innes Street, Suite 31
Salisbury, NC 28144
jody.farrow-bennett@rowancountync.gov

The package/Email shall be plainly marked **"RFP 2025-009 Capital Improvement Plan"**.

No responsibility shall be attached to Rowan County (the County) for the premature opening of any bid not properly addressed or identified.

This will not be a public bid opening. Once the bid is awarded all bidders will receive notification.

Bids are due on Wednesday, September 25, 2024, at 3:00 PM ET. This is not a public opening. Failure to submit a Bid by this deadline will disqualify the Bidder from consideration in this project.

2.2. Request for Clarification

The County will not be bound by or be responsible for any interpretations or conclusions drawn from this RFP. All questions or requests for clarification or additional information must be submitted in writing no later than Wednesday, September 4, 2024, at 5:00 PM ET. These written questions or requests must be submitted to Jody Farrow-Bennett, Purchasing Director, by mail or e-mail. Any questions the County feels are pertinent to all interested bidders will be delivered to all participating bidders as an addendum to this RFP. All addendums will be posted on the County website <https://www.rowancountync.gov/675/Purchasing> and it is the responsibility of the Bidder to check for any addendums. The addenda for clarification will be posted by 5pm Friday, September 13, 2024.

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation, or conclusions of this RFP or any documents provided by the County, other than those given in writing by the

County, through the issuance of an addenda. It is the full responsibility of the Bidder to thoroughly investigate the needs/requirements of the County not necessarily assumed in this RFP.

2.3. Errors and Omissions

The Bidder shall not take advantage of any errors or omissions in this RFP and shall promptly notify the County of any omissions or errors found in this document.

2.4. Signed Bid Considered an Offer

Receipt of a signed bid shall be considered an offer on the part of the Bidder. The terms, conditions, and specifications of this RFP will become part of the contract if the bid shall be deemed approved and accepted by the County. In the event of a default on the part of the Bidder after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

2.5. Conflict of Interest

All Bidders must disclose in writing with their bid the name of any owner, officer, director, or agent who is also an employee of the County. All Bidders must also disclose in writing with their bid the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or subsidiaries. By submitting a bid, the Bidder certifies that there is no relationship between the Bidder and any person or entity which is, or gives the appearance of, a conflict of interest related to this RFP or project.

3. Section 3: Evaluation of Bids

3.1. Evaluation Criteria

Price will be a consideration in the County's evaluation criteria, but it will not be the only determining factor in our evaluation. The proposals will be evaluated on a "best overall value" basis including, but not limited to, pricing, experience, references, quality, performance, and the Contractor's ability to adhere to all conditions and requirements of the specifications outlined in this RFP. The Contractor's ability to provide a team of skilled, trained employees, and the Contractor's experience with similar projects will also be considered in the County's evaluation of the proposals submitted.

Evaluation criteria (1-5 scale)

- a. 15% Cost
- b. 30% Qualification
- c. 40% Response to Scope or Work
- d. 15% References (Local/NC)

The contract term will be for one (1) year and be subject to renewal for additional one (1) year terms based on the County's satisfaction of workmanship and responsiveness; up to five (5) consecutive year terms in total.

3.2. Pricing

Submission of any bid signifies the Bidder's agreement that its bid and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful Bidder. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

3.3. Required Information

The following information must be included in the bid:

3.3.1. Applicable licensure with North Carolina. (Tax ID) (Proposal Response Form)

3.3.2. Bids are to be in the form of a proposed contract signed by the bidder. (Proposal Response Form)

3.3.3. References (Bidder Information Sheet)

3.4. Negotiations

Once the Proposals are ranked and the most qualified firm(s) are determined, the County may conduct further negotiations, and/or request presentations from firms(s) to further assist in the clarification of information and selection process.

4. Section 4: Agreement & General Conditions

4.1. Timeline to Execute Contract

As time is of the essence, the Bidder is required to begin and/or commence the work to be performed under this contract within the time specified. Failure by the Bidder to begin and/or complete the work within the contract time shall be assessed as a penalty for each day of overrun. The Bidder hereby agrees to execute this contract and that said charges are considered a just and reasonable compensation to the County and said charges shall be deducted from payment.

4.2. Availability of Funds

A contract for this project will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this RFP. Payment will be NET 30, upon receipt of invoice.

4.3. Non-Discrimination

The Bidder shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin, or disability.

4.4. Collusive Bidding

The Bidder's signature on the Bid Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Bidder(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

4.5. General Indemnity

The Bidder shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Bidder (including its officers, agents and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Bidder. As an integral part of this contract, the Bidder agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

4.6. Assignment

The successful Bidder shall be the prime Contractor and shall be solely responsible for all contractual performance. The Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with

the County, or its rights, title, or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of the County.

4.7. References

The Bidder shall provide references of "like" customers the date, product(s) and services provided each business reference. The Bidder shall include in the reference information name, address, contact person(s), telephone number(s), e-mail address and any other information that may be deemed important and that will assist the County personnel in contacting the Bidder's references. The County may request additional evidence of the Bidder's experience, qualifications, ability, products, service facilities and financial standing for which the Bidder shall be prepared to provide to the County, if required.

4.8. Termination

4.8.1. Termination For Cause

The County reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient cause to terminate this contract for cause. Should the County elect to terminate this contract for cause, the County will notify the Contractor in writing and shall specify the cause for termination and the date that such termination shall be effective. Immediate dismissals may be executed if deemed necessary by the County.

If the Contractor:

1. Fails to begin the work under the contract within the time specified.
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to ensure the prompt completion of the work.
3. Performs the work unsuitably.
4. Discontinues the prosecution of the work.
5. Becomes insolvent, declares bankruptcy, commits any act of bankruptcy, allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors.
6. Shall not carry on the work in an acceptable manner from any other cause whatsoever.

The County shall give notice in writing to the Contractor of such delay, neglect, or default, specifying the same.

If the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the County shall, upon written certification of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, and may enter into an agreement for the completion of the contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of this contract in an acceptable manner.

All costs and charges incurred by the County, together with the costs of completing the work under the contract, shall be deducted from any monies due or which may become due to the Contractor. In case the expense so incurred by the County shall be less than the sum which would have been payable under the contract, if the contract had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the County the amount of said excess.

4.8.2. Termination for Convenience

If the County shall determine that it is in the County's best interest, the County shall notify the Bidder to terminate the work within seven (7) days. In such an event, the Bidder shall be entitled to compensation for all

work properly executed and any expenses incurred in terminating the contract and vacating the County work site.

No claim shall be made by the Bidder for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

5. Section 5: Scope of Work

Rowan County is requesting proposals from interested and qualified professional consulting firms to prepare Capital Improvement Plan for multiple departments and funds in Rowan County. The selected firm shall develop a Capital Improvement Plan that captures the capital project needs of the County along with the ability to forecast the funding impact for both short-term and long-term, in accordance with the requirements of the County and other applicable guidelines. In addition, the firm shall provide to the County the following services which include, but are not limited to the following:

1. Identify, collect, review and analyze the County's capital project needs provided by departments.
2. Develop a capital planning model that is interactive so the County can run multiple scenarios with different assumptions.
3. Identify and analyze potential funding sources to cover the cost of projects.
4. Provide information in a user-friendly format that can be shared with Board of Commissioners to allow for planning of projects during budget process.
5. Promptly respond to County questions regarding capital improvement plan.
6. Provide information by end of January each year.

BIDDER INFORMATION SHEET

1. COMPANY NAME _____
2. OWNER OF COMPANY _____
3. NUMBER OF YEARS IN BUSINESS _____
4. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS _____
5. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARED THE CONTRACT.

CONTACT _____

TELEPHONE _____

EMAIL _____

6. PLEASE LIST TWO (2) REFERENCES OF BUSINESSES FOR WHICH YOU HAVE PROVIDED THIS KIND OF SERVICES. PREFER ONE FROM A MUNICIPALITY, COUNTY GOVERNMENT OR PUBLIC AGENCY in NC.

REFERENCE NO. 1

NAME & TITLE: _____

AGENCY: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF
ASSOCIATION: _____

EMAIL: _____

REFERENCE NO. 2

NAME & TITLE: _____

AGENCY: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF
ASSOCIATION: _____

EMAIL: _____

PROPOSAL RESPONSE FORM

The undersigned proposes and agrees that if this bid is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Bids documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the bid certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: _____ dated _____
_____ dated _____

COMPANY NAME

FEDERAL ID#

CONTRACTOR LICENSE ID# (if applicable)

STREET ADDRESS PO BOX CITY STATE ZIP

TELEPHONE # FAX #

SIGNATURE

SIGNATORY'S NAME (printed)

SIGNATORY'S TITLE (printed)

Rowan County is seeking a fixed cost for all items above to be invoiced Net 30 terms. The service agreement period will be reassessed at the one-year mark, where the County can choose to extend four (4) additional one-year (1) terms, if all parties agree.

Pricing: \$ _____

*Sum quoted includes all applicable taxes, bonds, permits, licenses, insurance cost, if any, and all other cost incidental to the resultant contract.