



## City of Hardeeville South Carolina

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Hardeeville, SC 29927  
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# Requests for Proposal Building Plans Examiner

## 1. Introduction

The City of Hardeeville, South Carolina (“City”), is requesting proposals (RFP) from qualified public entities or private firms to provide professional plan review of construction documents for code compliance. The purpose of this contract is to minimize plan turnaround time and improve customer service.

## 2. Scope of Services

Services will include (but are not limited to) the following:

- Contractor should utilize persons to perform plan reviews who are certified as Plans Examiners through the International Code Council and have adequate annual continuing education as required by the SC LLR.
- Projects shall be assigned to the Contractor at the sole discretion of the Building Official or designee. The volume of plan review is dependent upon a variety of economic conditions and determined solely by the City. There will be no guarantee of the minimum or maximum amount of work to be assigned to the Contractor within any given time period.
- First time plan reviews for residential projects should be completed within 7 days including any shipping, processing and delivery.
- Residential plan review rechecks will be completed within 3 days including any shipping, processing and delivery.
- The Contractor shall review plans for compliance with the 2018 International Residential Codes and local ordinances.
- The Contractor shall identify items needing clarification or correction to achieve compliance. A written report of the identified items shall be presented to the applicant and Building Official upon request. Resolutions to the items shall be coordinated with the designers and/or applicants as needed.

- The Contractor shall be available for communication with City staff during normal business hours by phone, email or fax.
- The Contractor shall be available to meet with City staff or permit applicants upon request within a 36-hour notice.

**3. Schedules**

Release of RFP:	February 21, 2020	
Deadline for Submitting Written Questions:	March 12, 2020	12:00 PM
Proposal Due Date:	March 31, 2020	2:00 PM

**4. Regulatory Compliance**

The Contractor shall comply with all City, State of South Carolina, and Federal laws, rules, and regulations.

**5. Contractor Conduct**

The Contractor’s employees shall conduct themselves with a high degree of morality and behavior. There shall be no boisterous, offensive, or obscene language or gestures.

**6. Qualifications of Contractors**

To demonstrate the qualifications for the services required, the Contractor shall submit with his proposal satisfactory proof of his qualifications to perform in a satisfactory manner the work covered by this RFP. The Contractor shall submit, among other items, information, evidence, and statements with respect to the following:

1. That the Contractor has a well-trained and competent organization which has done work of a similar nature, character, and value.
2. A listing of the Contractor’s experience with service agreements and contracts in which the personnel with the Contractor has provided service of a similar magnitude to the work herein proposed in this RFP.
3. The Contractor’s information including the Contractor’s name, address, telephone number, fax number, cellular telephone number(s), email addresses, and contacts persons who will be responsible for overseeing the services in this RFP including their location and the office location that will handle complaint and inquiry calls. The Contractor shall provide the name and contact information of the manager or supervisor that will be responsible for the oversight of the City’s contract.

## **7. RFP Process**

The objective of this RFP is to select a qualified contractor to provide the services outlined in this RFP to the City. The RFP process will be conducted to gather and evaluate responses from Contractor for potential award. All qualified respondents are invited to participate by submitting proposals as further defined below. After evaluating all submitted proposals received prior to the closing date of this RFP, the preliminary results of this RFP will be publicly announced, including the names of all participating suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

## **8. Instructions**

By Submitting a proposal, the Contractor is acknowledging that the Contractor:

1. Has read the information and instructions.
2. Agrees to comply with the information and instruction contained herein.

### **9.1. Submitting Questions**

All questions concerning this RFP must be submitted in writing no later than March 12, 2020 at 12:00 PM to the following:

City of Hardeeville  
Ashley Moody  
Building Permit Technician II  
205 East Main Street  
PO Box 609  
Hardeeville, SC 29927

Questions should also be sent via email to: [amoody@hardeevillesc.gov](mailto:amoody@hardeevillesc.gov)

No questions other than written will be accepted. No response other than written will be binding upon the City.

### **9.2. City's Right to Request Additional Information**

Prior to contract award, the City must be assured that the selected vendor has all of the resources to successfully perform under the contract. This includes, but is not limited to, an adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Contractor's ability to perform, if awarded, the City has the option of requesting from the Contractor any information deemed necessary to determine the Contractor's responsibility. If such information is required, the Contractor will be so notified and will be permitted approximately seven business days to submit the information requested.

### **9.3. Failing to Comply with Submittal Instructions**

Proposals received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. The Proposal must be complete in all respects.

### **9.4. City's Right to Reject Proposals**

The City reserves the right to reject any and all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject responses that do not contain all elements and information requested in this RFP. A proposal will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by the City on a case-by-case basis.

### **9.5. City's Right to Amend or Cancel RFP**

The City reserves the right to amend or cancel this RFP at any time. Any amendments must be made in writing prior to the RFP closing date and time. By submitting a proposal the Contractor shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including revisions/additions made in writing prior to the close of the RFP whether or not such revision occurred prior to the time the Contractor submitted its proposal) unless expressly stated otherwise in the Contractor's proposal.

### **9.6. Cost for Preparing Proposals**

The cost for developing the proposal and participating in the RFP process (including the protest process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.

### **9.7. Submittal Instructions**

Listed Below are key actions related to this RFP.

#### **9.7.1. RFP Released**

The release of this RFP is communicated through public advertisement in the following:

City of Hardeeville Website: [www.hardeevillesc.gov](http://www.hardeevillesc.gov)

### **9.7.2. Submitting a Proposal**

The Contractor must submit Five (5) **hard copies** in a sealed envelope with the contractor's signature across the seal **AND** One (1) **soft copy** (PDF electronic format) with the words "Plans Examiner" in Red

Hard copy proposal should be submitted by no later than March 31, 2020 2:00 PM to:

Mrs. Lori Pomarico  
City Clerk  
205 Main Street  
PO Box 609  
Hardeeville, SC 29927

### **9.7.3. Contractor Submit Cost Proposal**

The contractor shall submit a written proposal specifying the ALL-INCLUSIVE cost for the work contained in the proposal.

### **9.7.4. Revising, or Cancelling a Submitted Proposal**

In the event that a Contractor desires to revise or cancel a submitted proposal, the Contractor must notify the City in writing of their intention to revise or cancel a proposal prior to the RFP closing date and time. If the Contractor is submitting a revised proposal, the original proposal will be returned unopened to the Contractor. A revised proposal must be received by the City prior to the RFP closing date and time.

## **9. General Business Requirements**

This section contains general business requirements. By submitting a proposal, the Contractor is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Contractor's submitted pricing.

### **10.1. Standard Insurance Requirements**

If awarded a contract, the Contractor shall procure and maintain insurance which shall protect the Contractor and the City (as an additional insured) from claims for bodily injury, property damage, or personal injury. The Contractor shall maintain the following insurance coverage with an insurance company licensed to do business in the State of South Carolina:

1. Workers Compensation: Insurance covering all employees meeting statutory limits in compliance with applicable State and Federal laws.

2. General and Automobile Liability:

Bodily injury, each occurrence \$ 500,000.00

Bodily injury, aggregate \$ 500,000.00

Property Damage \$ 100,000.00

Business Auto Liability per occurrence \$1,000,000.00

Excess Umbrella Liability per occurrence \$1,000,000.00

It shall be the responsibility of the Contractor and the Insurance Company to notify the City at least thirty (30) days prior to any cancellation or change in the policy.

Contractor will provide the City of Hardeeville with a copy of the certificate of insurance specifying the above limits have been met.

### **10. Proposal Certification**

By submitting a proposal, the Contractor understands and agrees to the following:

1. That this proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such an acceptance, will constitute a valid and binding contract between the Contractor and the City; and
2. That the Contractor guarantees and certifies that all items included in the proposal meet or exceed any and all of the RFP's identified specifications and requirements except as expressly stated otherwise in the Contractor's proposal; and
3. That the proposal submitted by the Contractor shall be valid and held open for a period

of ninety (90) days from the final RFP closing date and that the Contractor's offer may be held open for a lengthier period of time subject to the Contractor's consent; and

4. That the Contractor's proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The Contractor understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and

5. That the provisions of the laws of South Carolina have not been violated and will not be violated in any respect.

## **11. Proposal Evaluation and Award**

### **12.1. Proposal Evaluation**

Upon close of the RFP, proposals will be reviewed by City Staff to determine the proposal's compliance with RFP requirements; if the Contractor's proposal passes the Administrative/Preliminary review, the proposal will be submitted to the City Manager for evaluation and action.

### **12.2. Selection and Award**

Upon completion of evaluation, the City staff will present a summary of all evaluated proposals to the City Manager and then to Mayor and City Council along with the recommended proposal. The Mayor and City Council will review the summary and recommendation. The City Council will determine which, if any, proposal to award the contract, or the City Council can determine that additional information is required from any or all Contractors. The decision to award the contract will be made by a majority vote of the City Council. The city is projecting a decision on award will be made before the end of calendar year 2019.

### **12.3. Public Award Announcement**

The award of a contract by the City Council will be communicated by a Notice of Award being published in the following:

City of Hardeeville Website: [www.hardeevillesc.gov](http://www.hardeevillesc.gov)

## **12. Indemnification and Hold Harmless**

The Contractor shall be responsible for and shall indemnify and hold the City harmless from any and all claims, demands, damages, and expenses of whatever nature (including without limitation, attorney's fees) relating to or arising from (1) Contractor's breach of any of the representations and warranties contained herein; (2) Contractor's failure to follow the City's specifications; (3) Contractor's other breach of the terms hereof; (4) any

other act(s) or omission(s) of Contractor, it's employees, independent contractors, agents, and suppliers.

### **13. Assignability**

The Contractor may not assign this agreement or any of its rights or responsibilities hereunder without prior written consent from the City.

### **14. Audit**

Upon not less than five (5) days prior notice, the City shall have the right to inspect and audit all records (including, without limitation, financial records) of the Contractor which pertain to the Contractor's fulfillment of this agreement and charge therefore.

### **15. Default and Termination**

Failure of the Contractor to comply with the provisions of the contract documents shall constitute default thereof. The City shall give the contract written notice of any default; the Contractor shall have fifteen (15) calendar days from the receipt of such written notice to cure the default. Upon failure of refusal of the Contractor to cure any such default, the City shall have the right to terminate this agreement and undertake such legal and other proceedings, in law or equity, and to seek recovery of such damages, as may be allowed by law, including, but not limited to, reasonable attorney fees and costs.

#### **LIST OF EXISTING REFERENCES AVAILABLE AT [www.hardeevillesc.gov](http://www.hardeevillesc.gov) FOR REVIEW:**

1. City of Hardeeville Comprehensive Plan 2019, Economic Development, Land Use, Transportation and Priority Investment Elements
2. City of Hardeeville Bicycle-Pedestrian Master Plan
3. City of Hardeeville Property Improvement Plan
4. City of Hardeeville Code Enforcement Policy & Log
5. City of Hardeeville GIS Portal
6. City of Hardeeville 10-year Strategic Plan