

GLEAMNS HUMAN RESOURCES COMMISSION

December 1, 2011

COUNTIES SERVED

Abbeville
Anderson
Edgefield
Fairfield
Greenwood
Laurens
Lexington
McCormick
Newberry
Oconee
Pickens
Richland
Saluda

REQUEST FOR SEALED PROPOSALS

MARKET RENTAL SURVEY FOR HEAD START PROGRAM

SOLICITATION NUMBER: P08-01-11

TYPE OF CONTRACT: FIRM-FIXED PRICE

PROPOSAL DUE DATE & TIME: 4:00PM, DECEMBER 19, 2011

ON DECEMBER 19, 2011@ 4:00PM, ONLY BUSINESSES' NAMES WILL BE READ ALOUD, ACKNOWLEDGING RECEIPT OF THEIR PROPOSALS. NO PROPOSALS WILL BE OPENED AT THAT TIME.

NUMBER OF PROPOSALS TO SUBMIT: ONE (1) ORIGINAL, THREE (3) COPIES

SUBMIT YOUR SEALED PROPOSALS TO:

GLEAMNS HUMAN RESOURCES COMMISSION
ATTN: PURCHASING
P O BOX 1326
GREENWOOD SC 29648
OR
237 N HOSPITAL ST
GREENWOOD SC 29646

MARK PROPOSALS WITH 'SOLICITATION NUMBER: P08-01-11'

FOR QUESTIONS TO THIS SOLICITATION, CONTACT CHARLES VAUGHN @ cvaughn@gleamnshrc.org OR 864/229-8806.

Executive Offices

237 North Hospital Street, Greenwood, SC 29646 • PO Box 1326, Greenwood, SC 29648
(864) 223-8434 • Fax (864) 223-9456
www.gleamnshrc.org

GENERAL INFORMATION

GLEAMNS Human Resources Commission, heretofore known as Agency, invites you to submit a sealed proposal in accordance with the requirements of this solicitation as follows:

This request for proposals does not commit the Agency to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for the activities, goods or services described. The Agency reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified contractors, to vary the provisions of a request at any time prior to the execution of the contract, or to cancel in part or in whole this request, if it is in the best interest of the Agency.

Each Vendor will be required to submit three (3) references which would include a name, address, telephone number, mobile number, email address, and general description of similar agreements and services performed in the past two (2) years.

Proposals will not be reviewed if they are late or not responsive, i.e., not containing all requested specifications, costs and other information, and submitted in the manner prescribed.

The proposals will be reviewed solely on the material they contain. No modifications, additions, or substitutions to any proposals will be accepted from offertory after the closing date and time.

The Agency reserves the right to select such offer of which it deems appropriate and is not bound to accept any proposal based on price alone, further reserving the right to reject any or all proposals if it is deemed to be in the Agency's best interest.

Questions concerning the Request for Proposals will be accepted until the specified closing date/time and should be addressed as specified in this solicitation.

Small, minority, and women owned businesses are encouraged to submit proposals, with due consideration given to all offertory.

All offertory are to submit one (1) ORIGINAL proposal and three (3) COPIES.

The Agency may require selected offertory to participate in cost negotiations, technical revisions or other revisions to their proposals prior to contract finalization.

The offer, solicitation or acceptance of gratuities or compensation, intended to influence the contractor selection process is expressly prohibited.

The Agency reserves the right to disqualify (with reason) a vendor from the qualified contractors list.

All vendors will be notified as to the acceptance or rejection of their offer in writing.

The Agency reserves the right to seek appropriate administrative, contractual, or legal

remedies in instances in which vendors violate or breach contract terms.

Provisions for termination of the contract by the Agency or the recipient, and the basis of the settlement in cases of default, or because of circumstances beyond the control of the contractor shall be clearly defined.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND U.S.C. 276c)

All contractors awarded contracts exceeding \$2,000 of construction or repair must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by the Department of Labor regulations (29 CFR, Part 3), "Contractor and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Agency will report all suspected or reported violations to the Federal awarding agency.

DRUG-FREE WORK PLACE CERTIFICATION: By submitting a proposal, Vendor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-Free Workplace Act.

ETHICS ACT: By submitting an offer, you certify that you are in compliance with South Carolina Ethics, Government Accountability, and Reform Act of 1991, as amended.

OCCUPATIONAL HEALTH & SAFETY ACT: The successful contractor has the responsibility for the overall compliance with the OSHA regulation and code.

TAXES: 7% South Carolina sales tax shall be listed as a separate line item on proposal for all equipment and supplies/materials.

QUESTIONS FROM CONTRACTORS: Any prospective vendor desiring an explanation or interpretation of the solicitation must be in writing. Questions must be received five (5) days prior to deadline date/time. All questions should be directed to Charles Vaughn, Purchasing Manager @ cvaughn@gleamnshrc.org, faxed to 864/223-9456 or mailed to P O Box 1326, Greenwood SC 29648. Label any communication regarding your questions with the name of the Purchasing Manager, and the solicitation title and number. **ORAL EXPLANATIONS OR INSTRUCTIONS WILL NOT BE BINDING.** Any information given a prospective contractor concerning a solicitation will be furnished promptly to all other prospective contractors as an Amendment to the Solicitation.

AMENDMENT TO THE SOLICITATION: The solicitation may be amended at any time prior to opening. All vendors should check for amendments. It shall be the vendor's responsibility to insure that amendments have been received and acknowledged on the provided form:

- By signing and returning the amendment.
- By identifying the amendment number and date in the space provided.

IF THIS SOLITATION IS AMENDED, THEN ALL TERMS AND CONDITIONS WHICH ARE NOT MODIFIED REMAIN UNCHANGED.

AWARD NOTIFICATION: Notice regarding any award or cancellation of award will be sent to all vendors who submitted a proposal.

COMPLIANCE WITH LAWS: During the term of this contract, all sub-contractors shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACTOR PERSONNEL: The vendor shall enforce strict discipline and good order among the sub-contractor's employees and other persons carrying out the contract.

REJECTION/CANCELLATION: The Agency may cancel this solicitation in whole or in part. The Agency further reserves the right to purchase in the best interest of the Agency.

INCURRING COSTS: The Agency shall not be liable for any costs incurred by firms prior to the issuance of a contract.

INTRODUCTION

The Agency is a public non-profit human service agency chartered in February 1966. The purpose of this Corporation is to implement activities under the Economic Opportunity Act of 1964, PL 88-452, the Omnibus Budget Reconciliation Act of 1981 and subsequent related legislation to aid in improving education, economic opportunities, living environment and general welfare of the people living in Abbeville, Anderson, Edgefield, Fairfield, Greenwood, Laurens, Lexington, McCormick, Newberry, Oconee, Pickens, Richland and Saluda counties of South Carolina. The goal of this Corporation is the elimination of poverty by reducing the barriers which prevent low-income persons from improving themselves and to promote self-sufficiency through the development of programs funded by state and federal agencies.

SCOPE OF WORK

RENT SURVEY FOR HEAD START LEASE PROPERTIES

According to the Office of Management and Budget Circular A-110, GLEAMNS Head Start Program is required to have completed every three to five years a market rental survey for all leased property. The purpose of the rent study is to estimate a rental range for the most similar use(s) associated with these types of properties. The rental range will be indicative of properties that are typically rented on a net basis. The market rental survey must include the building and the land for all properties with the exception of Pontiac Head Start Center. Since the agency owns the modulars at Pontiac Head Start Center, we only need the market rental survey on the land. A copy of our previous study is available upon request. Below is a list of facilities that we need included on the market rental survey:

ABBEVILLE COUNTY (Building & Land)

Abbeville Head Start Center
706 Carolina Ave
Abbeville SC 29620
Telephone Number: 864-459-5275
Contact: Amy Glover

FAIRFIELD COUNTY (Building & Land)

Fairfield Head Start Center (located in Fairfield Elementary School)
175 Medley Rd
Winnsboro SC 29180
Telephone Number: 803-635-1775
Contact: Carolyn Thompson

GREENWOOD COUNTY (Building & Land)

Greenwood Head Start Center
1401 By Pass 25 SE
Greenwood SC 29646
Telephone Number: 864-223-9748
Contact: Montez Hart

North Hodges Head Start Center
212 N Hodges School Rd
Hodges SC 29653
Telephone Number: 864-374-5307
Contact: Vivian Henry

LAURENS COUNTY (Building & Land)

Sanders Head Start Center
125 GLEAMNS St
Laurens SC 29360
Telephone Number: 864-984-4814
Contact: Bessie Collins

LEXINGTON COUNTY (Building & Land)

Batesburg-Leesville Head Start Center
118 Pinewood Drive
Batesburg SC 29006
Telephone Number: 803-532-4039
Contact: Isabell Salley

Lexington Head Start Center
134 Gibson Ct
Lexington SC 29072
Telephone Number: 803-951-3215
Contact: Chanta Zeigler

Platt Spring Head Start Center
1309 Platt Springs Rd
West Columbia SC 29169
Telephone Number: 803-794-9707
Contact: Kimberly Glover

MCCORMICK COUNTY (Building & Land)

McCormick Head Start Center
615 Clayton St
McCormick SC 29835
Telephone Number: 864-852-6010
Contact: Kathleen Love

NEWBERRY COUNTY (Building & Land)

Rikard Head Start Center
215 Rikard School Rd
Prosperity SC 29127
Telephone Number: 803-364-0406
Contact: Wendy Smith

RICHLAND COUNTY (Building & Land)

Blythewood Head Start Center
125A Boney Rd
Blythewood SC 29016
Telephone Number: 803-754-9666
Contact: Tresa Nelson

Pineview Head Start Center
1916 Pineview Dr
Columbia SC 29209
Telephone Number: 803-695-1311
Contact: Yolanda Singleton

Gonzales Gardens Head Start Center
1505 Garden Plaza
Columbia SC 29204
Telephone Number: 803-779-7156
Contact: Daphne Suber

Pontiac Head Start Center (Only the Land)
500 Spears Creek Church Rd
Elgin SC 29045
Telephone Number: 803-462-6977
Contact: Mary Dixon

SALUDA COUNTY (Land & Building)

Saluda Head Start Center
117 S Bouknight Ferry Rd
Saluda SC 29138
Telephone Number: 864-445-9009
Contact: Deidra Frazier

QUALIFICATIONS OF VENDORS

Vendors must have appraisal experience with Head Start and/or early childhood facilities. Vendors must be able to make a personal inspection of the properties as listed above. Vendors must also prepare their report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).

CERTIFICATION OF VENDORS

Vendors must provide with their proposals proof of license to conduct their business as a certified appraiser.

COMPENSATION

At completion of services, Vendor will submit to the Agency a completed invoice and mailed to: GLEAMNS HRC, Attn: Accounts Payable, P O Box 1326, Greenwood SC 29648. Invoices must include pertinent information of the study. The work is not considered complete until the Chief Finance Officer or designee has approved a final and/or complete study of this project. If study is satisfactory, invoice will be paid within fifteen (15) days of receipt of invoice.

CONTRACT ADMINISTRATOR

The contract administrator for this project is Charles Vaughn and can be contacted via email at cvaughn@gleamnshrc.org.

AWARD OF CONTRACT

Award will be made to the successful vendor following an evaluation process. The Agency will award a contract to the responsible and responsive vendor submitting an offer. Said notice shall constitute acceptance of the successful vendor's proposal. The Agency will notify all vendors after awards for contracts have been made. The Agency reserves the right to reject the proposal of any vendor where the available evidence or information does not satisfy the Agency that the vendor is qualified to carry out the terms of the contract. The Agency plans to award this project on or about December 28, 2011.

RATES

Vendors shall submit their cost for services on proposal submittal form

COMPLETION DATE

The Agency expects this project to be completed on or about February 1, 2011.

PROPOSALS

A three-page Proposal Form (ATTACHMENT A) including request for three references who received vendor's similar services in the last two years, is attached to the end of this Request for Sealed Proposals and must be used as offer or Offeror can submit any other form as long

as format is the same and all other pertinent information for proposal is included. The Agency reserves the right to issue supplementary information during the proposal preparation period. All proposals become the property of the Agency and will be kept confidential until after an award of the successful Offeror(s) is made. Thereafter, they will be kept on file for a period of 3 years. If the Offeror believes any portion of its proposal to be proprietary information, it must specify in its proposal the portions which are considered to be proprietary. All proposals are generally considered to establish contractor offers, not to be withdrawn for ninety (90) days after the date set for proposal acceptance. Once submitted, vendors may only change or withdraw proposals up to the day and time of proposal deadline.

LATE PROPOSALS

The Agency will not accept late proposals and will return any proposal, request for withdrawal or request for modification received after the time and date set for receipt of proposals.

EVALUATIONS

The selection procedure for this procurement requires the evaluation of the proposals be completed by an evaluation committee. The committee will rate each proposal and through these ratings the Agency will recommend the contractor(s) that have submitted a proposal most beneficial to the Agency in accordance with the criteria. Based on these recommendations, the Agency recommends the award of the contract(s) be made to the vendor(s) and will send notices of the successful vendor(s). Said notices shall constitute acceptance of the successful vendor's(s') proposal(s). However, it does not signify that a contractual agreement has been entered into.

CRITERIA FOR TECHNICAL EVALUATION

Criteria to be used by the Agency for the technical evaluation of this specific procurement are listed below. Each evaluation will be reviewed and decisions made in a timely manner.

Evaluation Criteria

<u>Percentage Points</u>	<u>Factors</u>
25%	References
25%	Proposed services
25%	Qualifications/Certification
25%	Cost

LABOR AND PROCUREMENT REQUIREMENTS

The Vendor and all subcontractors of the vendor shall comply with the labor laws of the State of South Carolina and all other laws, ordinances, and legal requirements affecting the work in the various counties listed above.

CONTRACTOR'S LIABILITY INSURANCE

(1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting thereof; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification -- Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises -- Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification --Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:

- Liability insurance, minimum \$500,000 coverage
- Workers compensation, minimum \$100,000 coverage, or as required

(4) Required Documentation. (a) Prior to commencement of the work, Contractor shall provide to the Agency a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, Contractor shall provide to the Agency a written endorsement to the Contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii)

provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Agency as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the Contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The Agency's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of Contractor's obligations to obtain the required insurance.

THE AGENCY'S RIGHTS AND LIABILITIES

The Agency reserves and holds the following rights and options which may be exercised at its sole discretion:

- To accept or reject any proposal which in its judgment is for the best interest of the Agency, and all contractors are notified that such acceptance or rejection shall be without liability on the part of the Agency for any action brought by any contractor because of such acceptance or rejection, nor shall the contractors seek any recourse of any kind against the Agency because of such acceptance or rejection. The submittal of a Proposal in response to this notice shall constitute an agreement of the Contractor to these conditions.
- To select and enter into agreement with the contractor which, at the Agency's sole discretion, best satisfy the requirements, goals and objectives of the Agency.
- To terminate or resume the procurement process by written notice to the contractors for any reason whatsoever.
- To reject or set aside for subsequent reactivation any and all proposals by written notice to such contractors for any reason whatsoever.
- To supplement, amend, or otherwise modify the scope of services at any time after receipt of proposals.
- To execute the agreement with the most responsible and responsive contractor as evidenced by the content of the proposal and any clarifications and changes made thereto during the procurement process that meets the requirements and evaluation criteria as set forth.
- The lowest cost to the Agency in its proposal.
- To seek and receive clarifications of any changes to any proposal at any time.
- To enter preliminary or final negotiations at any time with any contractor individually or simultaneously with one or more other contractors.
- To conduct any clarification or negotiation process with any contractor.
- To set or modify any deadline for the completion of any clarification or negotiation phase of the procurement process.
- To reduce or expand at any time the list of contractors with which the Agency is actively engaged in any clarification or negotiation process, based on the evaluation factors set forth as applied to the state of development of each proposal as revised to such date.

Furthermore, each Contractor, by submitting its proposal, agrees to hold the Agency harmless and free from all liability, loss, injury, and/or cost and expense **which might be** incurred by such Contractor in responding or as a consequence of its response and agrees to waive any and all claims for damages arising in connection with the procurement process contemplated by the Agency.

EMPLOYMENT OF ALIENS

All contractors, as a condition to doing business with the Agency, are required to comply with all applicable laws and regulations relating to the employment of aliens. If it is determined that a contractor fails to comply with any such employment laws or regulations during the course of any Agency projects, such failure may constitute material breach of the contractor's contractual relationship with the Agency and the Agency may take all reasonable steps to terminate its relationship with the contractor.

NONDISCRIMINATION

During the performance of this contract, the Contractor agrees as follows:

- The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, age, creed, color, national origin or disability.
- The Contractor will also take affirmative action to ensure that applicants are recruited and employed, and that employees are treated during employment without regard to their race, religion, sex, sexual orientation, age, creed, color, national origin or disability.
- The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.
- The Contractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, sexual orientation, age, creed, color, national origin or disability.
- The Contractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The Contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable state employment goals as amended and supplemented from time to time in accordance with a binding determination of the applicable county employment goals.
- The Contractor agrees to provide written notice to all recruitment agencies, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, physical disability, marital status or sex, and that it will discontinue the use of any recruitment agency that engages in direct or indirect discriminatory practices.

- The Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to race, religion, sex, sexual orientation, age, creed, color, national origin or disability, and conforms with the applicable employment goals, consistent with the statutes and court decisions of the State of South Carolina federal law and applicable federal court decisions.

THE AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act applies to the Agency, its programs, services, activities and facilities.

GLEAMNS HUMAN RESOURCES COMMISSION

REQUEST FOR SEALED PROPOSALS

MARKET RENTAL SURVEY FOR HEAD START PROGRAM

SOLICITATION NUMBER: P08-01-11

PROPOSAL SUBMISSION FORM

Name of Business _____

Owner/Operator _____

Address _____

Business Contact Person _____

Telephone No. _____

Mobile No. _____

Fax No. _____

Email Address _____

Years in Business as an Appraiser _____

Proposed Services/Qualifications _____

**PROPOSAL SUBMISSION FORM
CONT'D**

Certification and Training (*Include certificated copies*) _____

REFERENCES

Name _____ Contact No. _____

Address _____

Email Address _____

Description of Services Provided _____

Name _____ Contact No. _____

Address _____

Email Address _____

Description of Services Provided _____

**PROPOSAL SUBMISSION FORM
CONT'D**

REFERENCES – cont'd

Name _____ Contact No. _____

Address _____

Email Address _____

Description of Services Provided _____

COST FOR SERVICES \$ _____

AMENDMENTS RECEIVED

Amendment No.	Signature
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_____	_____
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_____	_____
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_____	_____
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Signature of Representative Submitting Proposal

Date