



**REQUEST FOR PROPOSALS**

**FOR**

**ROWAN COUNTY**

**DESIGN SERVICES FOR ANNUAL REPORT**

**# 2022-029**

**ROWAN COUNTY**

130 West Innes Street

Salisbury, NC 28144

704-216-8174

[anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov)

Date Issued: Friday, February 25, 2022

Date Due: Friday, March 11, 2022 at 3:00 PM ET

Administered By: Anna Bumgarner, Purchasing Director

## NOTICE TO CONTRACTORS

### REQUEST FOR PROPOSALS

#### ROWAN COUNTY DESIGN SERVICES FOR ANNUAL REPORT

Rowan County is requesting proposals for design services for a comprehensive redesign of the annual report. 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 Design Services will be accepted until March 11, 2022 at 3:00 pm ET** at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Proposal documents may be obtained by contacting the Rowan County Purchasing Director or from the County website at:

Rowan County Purchasing Department  
Attn: Anna Bumgarner, Purchasing Director  
130 West Innes Street, Suite 31  
Salisbury, NC 28144  
704-216-8174  
[anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@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.

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 proposal package.

This is the 25<sup>th</sup> day of February 2022.

Rowan County

By: Anna Bumgarner  
Rowan County Purchasing Director

### **Intent of Request for Proposals**

The purpose and intent of this Request for Proposals (RFP) is to contract for Design Services for a comprehensive redesign of the Rowan County Annual Report. The following documents make up this Request for Proposals:

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

### **Important Dates**

Issue Date:	Friday, February 25, 2022
Pre-Proposal Meeting Date:	Thursday, March 3, 2022 at 10:00 AM ET
Deadline for written questions:	Friday, March 4, 2022 at 5:00 PM ET
Deadline for Submitting Proposals:	Friday, March 11, 2022 at 3:00 PM ET

### **Pre-Proposal Meeting**

There is an optional pre-proposal meeting for this project. Contractors interested in this project should be present at the pre-proposal meeting at the time and date listed above. The meeting will be held at the Rowan County Administration Building at 130 W Innes Street, Salisbury, NC 28144 in the First Floor Conference Room located near the elevator. Zoom link can be provided if requested. Questions about the specifications and or proposal documents should be addressed to Anna Bumgarner the Rowan County Purchasing Director. A company representative highly encouraged to be present at this meeting in order to offer a proposal on the project. Notification of your intent to be at the pre-proposal meeting should be emailed to Purchasing Director by 5pm Wednesday, March 2, 2022.

### **Submission of Proposals**

Proposals must be sealed and include the **Proposal Response Form** attached to the specifications mailed or delivered to:

Rowan County Purchasing Department  
Attn: Anna Bumgarner, Purchasing Director  
130 West Innes Street, Suite 31  
Salisbury, NC 28144

The sealed package shall be plainly marked "**RFP 2022-029 DESIGN SERVICES FOR ANNUAL REPORT**".

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

Proposals are due on Friday, March 11, 2022 at 3:00 PM ET in the J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Suite 31, Salisbury, North Carolina. Public opening of the proposals.

Failure to submit a Proposal by this deadline will disqualify the Contractor from consideration in this project.

### **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 5:00 pm on Friday, March 4, 2022. These written questions or requests must be submitted to Anna Bumgarner, Purchasing Director, by mail or e-mail. Please reference the page numbers when possible. Any questions the County feels are pertinent to all interested contractors will be provided in an addenda to this RFP and posted on the County website <https://www.rowancountync.gov/675/Purchasing> and it is the responsibility of the Contractor to check for any addenda. All addenda will be posted by 5pm Monday, March 7, 2022.

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 addenda. It is the full responsibility of the Contractor to thoroughly investigate the needs/requirements of the County not necessarily assumed in this RFP.

### **Signed Proposal Considered an Offer**

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

### **Timeline to Execute Contract**

As time is of the essence, the Contractor is required to begin and/or commence the work to be performed under this contract within the time specified on the Proposal Form. Failure by the Contractor to begin and/or complete the work within the contract time shall be assessed a penalty for each day of overrun. The Contractor 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.

### **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.

### **Non-Discrimination**

The Contractor 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.

### **Insurance Coverage**

The Contractor shall not commence work under this contract until all insurance required under this section has been obtained. The Contractor shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Contractor agrees that during the term of this contract, the Contractor, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

#### **WORKER'S COMPENSATION**

The Contractor shall maintain Workers Compensation and Employers Liability Insurance affording:

1. Statutory protection under the Workers Compensation Law of all States in which the work is to be performed or where the employee resides or must travel.
2. Employers Liability protection subject to a limit of not less than \$1,000,000.

A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

#### **COMPREHENSIVE GENERAL LIABILITY**

The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than:

- Bodily Injury - \$1 million single limit each accident / \$2 million aggregate
- Property Damage - \$1 million single limit each accident / \$2 million aggregate

This coverage must include:

1. Blanket contractual coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that the contractor is insured and it must be signed by the insurance company, not the agent or broker.
2. Contractor's protective coverage for his subcontractors.

A Certificate of Insurance shall be issued confirming this coverage under a Comprehensive General Liability policy. EACH TYPE OF COVERAGE REQUESTED HEREIN MUST BE SPECIFICALLY REFERRED TO IN THE CERTIFICATE.

This Certificate must also include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance, **and name the County as an additional insured.**

**Any exceptions to these insurance requirements must be approved by the Purchasing Director prior to Contract Award.**

**Collusive Bidding**

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

**General Indemnity**

The Contractor 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 Contractor (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 Contractor 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 Contractor. As an integral part of this contract, the Contractor 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.

**Assignment**

The successful Contractor shall be the prime Contractor and shall be solely responsible for all contractual performance. The Contractor 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.

**Conflict of Interest**

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

**Errors and Omissions**

The Contractor 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.

## **References**

The Contractor shall provide references of “like” customers the date, product(s) and services provided each business reference. The Contractor 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 Contractor’s references. The County may request additional evidence of the Contractor’s experience, qualifications, ability, products, service facilities and financial standing for which the Contractor shall be prepared to provide to the County, if required.

## **Evaluation Criteria**

Price will be a major 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, maintenance costs, warranty provisions, 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. 50% Cost
- b. 25% Qualifications
- c. 25% Samples provided

The contract term will be for one (1) year and be subject to renewal for an additional one-year terms based on the County’s satisfaction of workmanship and responsiveness.

## **Termination for Cause**

The County reserves the right to terminate this contract at anytime 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.

#### **Termination for Convenience**

If the County shall determine that it is in the County's best interest, the County shall notify the Contractor to terminate the work within seven (7) days. In such event, the Contractor 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 Contractor 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.

#### **Pricing**

Submission of any proposal signifies the Contractor's agreement that its proposal 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 Contractor. All prices submitted with the proposal shall remain in effect for the ninety (90) day period.



## **SCOPE OF WORK**

Rowan County is seeking a comprehensive redesign of our Annual Comprehensive Report. This redesign shall look at all aspects of the report. A copy of our current report is located on the County website at <https://www.rowancountync.gov/496/County-Managers-Office>.

All responses shall include:

1. Three (3) design options of the front cover
2. All redesign shall include all information in previous report (link above)
3. County will provide current information in Word, Excel and PDF formats through share file
4. Price shall include as many needed edits requested by the County until design meets County's satisfaction
5. All work shall be complete by April 15, 2022 (liquidated damages will apply)
6. Final product shall be in PDF format that is printable by any print shop

Responses do not include printing.

**CONTRACTOR 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 AWARDED THE  
CONTRACT \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_
6. PLEASE LIST THREE (3) REFERENCES OF BUSINESSES FOR WHICH YOU HAVE PROVIDED SIMILAR  
DESIGN SERVICES.

NAME OF BUSINESS

PHONE #

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**PROPOSAL RESPONSE FORM**

The undersigned proposes and agrees that if this proposal is accepted to contract with Rowan County, North Carolina for the furnishing of all labor necessary to complete the scope of work described in the Request for Proposals 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 proposal certifies that this proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: \_\_\_\_\_ dated \_\_\_\_\_  
\_\_\_\_\_ dated \_\_\_\_\_

**FORM MUST BE SIGNED**

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Rowan County is seeking a fixed cost for all items listed in the Scope of Work.**

**Total Cost shall not exceed: \$ \_\_\_\_\_**