

S.C. DEPARTMENT OF PARKS, RECREATION AND TOURISM

REQUEST FOR PROPOSALS

RFQ: 09-0012
DATE: 10/30/08
BUYER: Lisa Traylor
PHONE: 803-734-1302
BUYER TITLE: Procurement Specialist II

RETURN QUOTATION NO LATER THAN:

DATE: 12/2/08

TIME: 2:30pm

RETURN QUOTE TO:

*SCPRT - Procurement
1205 Pendleton Street
Suite 517
Columbia SC 29201*

BIDS MAY BE FAXED TO 803-734-1304

TITLE: RFP for American Battlefield Protection Program – Preservation Plan Development Upstate South Carolina Revolutionary War Battlefields

Deliver supplies/services FOB destination to the following address unless specified differently elsewhere herein:

SC Parks Recreation and Tourism

SCPRT

Musgrove Mill State Historic Site

398 State Park Rd

Clinton SC 29325

Delivery:

Bidder best delivery: _____ days after receiving order

Vendor terms _____ % Discount period _____ days Net _____ days

MUST BE SIGNED TO BE VALID

THE BIDDER HEREBY AGREES TO FURNISH ITEMS AND/OR SERVICES, AT THE PRICE QUOTED, PURSUANT TO ALL REQUIREMENTS AND SPECIFICATIONS CONTAINED IN THIS DOCUMENT, UPON THE RECEIPT OF AN AUTHORIZED PURCHASE ORDER FROM THE S.C. DEPARTMENT OF PARKS, RECREATION & TOURISM, AND FURTHER AGREES THAT THE LANGUAGE OF THIS DOCUMENT SHALL GOVERN IN THE EVENT OF A CONFLICT WITH HIS OR HER QUOTATION.

AUTHORIZED SIGNATURE

DATE

COMPANY

FEDERAL TAX NO. OR SOCIAL SECURITY NO.

MAILING ADDRESS

CITY

STATE

ZIP CODE

PHONE

FAX

**STANDARD SOLICITATION PROVISIONS AND GENERAL CONTRACT CLAUSES
FOR**

The South Carolina Department of Parks, Recreation and Tourism

STANDARD SOLICITATION PROVISIONS

INSTRUCTIONS TO BIDDERS:

WHEN SPECIFICATIONS OR DESCRIPTIVE LITERATURE ARE SUBMITTED WITH YOUR INVITATION FOR BID, ENTER BIDDER'S NAME THEREON.

DO NOT INCLUDE MORE THAN ONE BID INVITATION PER ENVELOPE. IF DIRECTING ANY OTHER CORRESPONDENCE ADDRESS THE ENVELOPE TO THE PROCUREMENT OFFICER, BUT DO NOT INCLUDE THE BID NUMBER ON THIS ENVELOPE SINCE IT DOES NOT INCLUDE YOUR BID.

BY SUBMISSION OF A BID, YOU ARE GUARANTEEING THAT ALL GOODS AND/OR SERVICES MEET THE REQUIREMENTS OF THE BID DURING THE CONTRACT PERIOD.

UPON SUBMISSION OF A BID BY A STATE AGENCY, THE PROCUREMENT OFFICER WILL COMPUTE A 5% SALES/USE TAX TO THE NON-STATE AGENCY BIDS WHEN APPLICABLE (SERVICE/LABOR EXCLUDED) IN DETERMINING THE LOW BIDDER. THIS PROCEDURE IS NECESSARY BY S.C. TAX COMMISSION SALES AND USE TAX REGULATION 117-174-.95.

UNIT PRICE GOVERNING: UNIT PRICES WILL GOVERN OVER EXTENDED PRICES UNLESS OTHERWISE STATED IN BID INVITATION.

BIDDERS QUALIFICATION: BIDDERS MUST, UPON REQUEST OF THE STATE, FURNISH SATISFACTORY EVIDENCE OF THEIR ABILITY TO FURNISH PRODUCTS OR SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THESE SPECIFICATIONS. THE SC DEPARTMENT OF PARKS, RECREATION and TOURISM SECTION RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION AS TO THE BIDDER'S ABILITY TO PROVIDE THE PRODUCTS OR SERVICES REQUESTED HEREIN.

RISK OF LOSS: THE CONTRACTOR SHALL ASSUME ALL RISK OF LOSS, AND SHALL MAINTAIN INSURANCE COVERAGE ON ALL ITEMS INSTALLED, UP TO THE TIME OF FINAL ACCEPTANCE.

AWARD CRITERIA: THE AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER(S) WHOSE BID MEETS THE REQUIREMENTS AND CRITERIA SET FORTH IN THE INVITATION FOR BID.

REJECTION: THE STATE RESERVES THE RIGHT TO REJECT ANY BID THAT CONTAINS PRICES FOR INDIVIDUAL ITEMS OR SERVICES THAT ARE UNREASONABLE WHEN COMPARED TO THE SAME OR OTHER BIDS IF SUCH ACTION IS IN THE BEST INTEREST OF THE STATE.

ORDER OF PRECEDENCE: IN THE EVENT OF INCONSISTENCY BETWEEN PROVISIONS OF THIS SOLICITATION, THE INCONSISTENCY SHALL BE RESOLVED BY GIVING PRECEDENCE IN THE FOLLOWING ORDER: (A) BID PRICING SCHEDULE, (B) BID SPECIFICATIONS, (C) STANDARD SOLICITATION PROVISIONS/GENERAL CONTRACT CLAUSES, WHETHER INCORPORATED BY REFERENCE OR OTHERWISE, (D) SPECIAL SOLICITATION PROVISIONS/SPECIAL CONTRACT CLAUSES AND (E) INSTRUCTIONS TO BIDDERS.

CORRECTION OF ERRORS ON THIS BID FORM: ALL PRICES AND NOTATIONS SHOULD BE PRINTED IN INK OR TYPEWRITTEN. ERRORS SHOULD BE CROSSED OUT, CORRECTIONS ENTERED AND INITIALED BY THE PERSON SIGNING THE BID. ERASURES OR USE OF TYPEWRITER CORRECTION FLUID MAY BE CAUSE FOR REJECTION. NO BID SHALL BE ALTERED OR AMENDED AFTER SPECIFIED TIME FOR OPENING.

INDEMNIFICATION: THE STATE OF SOUTH CAROLINA, ITS OFFICERS, AGENTS, AND EMPLOYEES SHALL BE HELD HARMLESS FROM LIABILITY FROM ANY CLAIMS, DAMAGES, AND ACTIONS OF ANY NATURE ARISING FROM THE USE OF ANY MATERIALS FURNISHED BY THE CONTRACTOR, PROVIDED THAT SUCH LIABILITY IS NOT ATTRIBUTABLE TO NEGLIGENCE ON THE PART OF THE USING AGENCY OR FAILURE OF THE USING AGENCY TO USE THE MATERIALS IN THE MANNER OUTLINED BY THE CONTRACTOR IN DESCRIPTIVE LITERATURE OR SPECIFICATIONS SUBMITTED WITH THE CONTRACTOR'S PROPOSAL.

RECORDS RETENTION & RIGHT TO AUDIT: THE STATE SHALL HAVE THE RIGHT TO AUDIT THE BOOKS AND RECORDS OF THE CONTRACTOR AS THEY PERTAIN TO THIS CONTRACT, BOTH INDEPENDENT OF, AND PURSUANT TO, S.C. CODE SECTION 11-35-2220. SUCH BOOKS AND RECORDS SHALL BE MAINTAINED FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF FINAL PAYMENT UNDER THE CONTRACT.

THE STATE MAY CONDUCT, OR HAVE CONDUCTED, PERFORMANCE AUDITS OF THE CONTRACTOR. THE STATE MAY CONDUCT, OR HAVE CONDUCTED, AUDITS OF SPECIFIC REQUIREMENTS OF THIS BID AS DETERMINED NECESSARY BY THE STATE.

PERTAINING TO ALL AUDITS, CONTRACTOR SHALL MAKE AVAILABLE TO THE STATE ACCESS TO ITS COMPUTER FILES CONTAINING THE HISTORY OF CONTRACT PERFORMANCE AND ALL OTHER DOCUMENTS RELATED TO THE AUDIT. ADDITIONALLY, ANY SOFTWARE USED BY THE CONTRACTOR SHALL BE MADE AVAILABLE FOR AUDITING PURPOSES AT NO COST TO THE STATE.

DISCUSSION WITH BIDDERS: DISCUSSION MAY BE CONDUCTED WITH APPARENT RESPONSIVE BIDDERS FOR THE PURPOSE OF CLARIFICATION TO ASSURE FULL UNDERSTANDING OF THE REQUIREMENTS OF THE INVITATION FOR BIDS.

GENERAL CONTRACT CLAUSES

DEFAULT: IN CASE OF DEFAULT BY THE CONTRACTOR, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL ITEMS IN DEFAULT IN THE OPEN MARKET, CHARGING THE CONTRACTOR WITH ANY ADDITIONAL COSTS. THE DEFAULTING CONTRACTOR SHALL NOT BE CONSIDERED A RESPONSIBLE BIDDER UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

NON-APPROPRIATIONS: ANY CONTRACT ENTERED INTO BY THE STATE OR ITS DEPARTMENTS, INSTITUTIONS, AGENCIES, POLITICAL SUBDIVISIONS OR OTHER ENTITIES RESULTING FROM THIS BID INVITATION SHALL BE SUBJECT TO CANCELLATION WITHOUT DAMAGES OR FURTHER OBLIGATION WHEN FUNDS ARE NOT APPROPRIATED OR OTHERWISE MADE AVAILABLE TO SUPPORT CONTINUATION OF PERFORMANCE IN A SUBSEQUENT FISCAL PERIOD OR APPROPRIATED YEAR.

CONTRACT ADMINISTRATION: QUESTIONS OR PROBLEMS ARISING AFTER AWARD OF THIS CONTRACT SHALL BE DIRECTED TO THE SCPR, 1205 PENDLETON STREET, COLUMBIA SC 29201.

FORCE MAJURE: 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 DEFAULT OF A SUBCONTRACTOR, AND IF SUCH DEFAULT ARISES OUT OF CAUSES BEYOND THE CONTROL OF BOTH THE CONTRACTOR AND 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 REQUIRED DELIVERY SCHEDULE.

SAVE HARMLESS: (THIS CLAUSE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). THE SUCCESSFUL BIDDER SHALL INDEMNIFY AND SAVE HARMLESS THE STATE OF SOUTH CAROLINA AND ALL STATE OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL SUITS OR CLAIMS OF ANY CHARACTER BROUGHT BY REASON OF INFRINGING ON ANY PATENT, TRADE MARK OR COPYRIGHT. BIDDER SHALL HAVE NO LIABILITY TO THE STATE IF SUCH PATENT, TRADE MARK OR COPYRIGHT INFRINGEMENT OR CLAIM IS BASED UPON THE BIDDER'S USE OF MATERIAL FURNISHED TO THE BIDDER BY THE STATE.

PUBLICITY RELEASES: CONTRACTOR AGREES NOT TO REFER TO AWARD OF THIS CONTRACT IN COMMERCIAL ADVERTISING IN SUCH A MANNER AS TO STATE OR IMPLY THAT THE PRODUCTS OR SERVICES PROVIDED ARE ENDORSED OR PREFERRED BY THE USER.

QUALITY OF PRODUCT: (THIS CLAUSE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). UNLESS OTHERWISE INDICATED IN THIS BID IT IS UNDERSTOOD AND AGREED THAT ANY ITEM OFFERED OR SHIPPED ON THIS BID SHALL BE NEW AND IN FIRST CLASS CONDITION, THAT ALL CONTAINERS SHALL BE NEW AND SUITABLE FOR STORAGE OR SHIPMENT, AND THAT PRICES INCLUDE STANDARD COMMERCIAL PACKAGING. FOR INFORMATION TECHNOLOGY PROCUREMENTS AS DEFINED IN 11-35-310 OF THE PROCUREMENT CODE, IF ITEMS THAT ARE OTHER

THAN NEW (I.E. REMANUFACTURED OR REFURBISHED) ARE DESIRED TO BE BID, THE BIDDER MUST OBTAIN WRITTEN PERMISSION TO BID SUCH ITEMS AT LEAST 5 DAYS IN ADVANCE OF BID OPENING FROM THE PERSON TO WHOM INQUIRIES ARE TO BE DIRECTED AS LISTED ON THE FRONT PAGE OF THE INVITATION FOR BID.

SOUTH CAROLINA GOVERNING LAW CLAUSE: THE AGREEMENT AND ANY DISPUTE, CLAIM, OR CONTROVERSY RELATING TO THE AGREEMENT SHALL, IN ALL RESPECTS, BE INTERPRETED, CONSTRUED, ENFORCED AND GOVERNED BY AND UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA. ALL DISPUTES, CLAIMS, OR CONTROVERSIES RELATING TO THE AGREEMENT SHALL BE RESOLVED EXCLUSIVELY BY THE APPROPRIATE CHIEF PROCUREMENT OFFICER IN ACCORDANCE WITH TITLE 11, CHAPTER 35, ARTICLE 17 OF THE SOUTH CAROLINA CODE OF LAWS, OR IN THE ABSENCE OF JURISDICTION, ONLY IN THE COURT OF COMMON PLEAS FOR, OR A FEDERAL COURT LOCATED IN, RICHLAND COUNTY, STATE OF SOUTH CAROLINA. CONTRACTOR AGREES THAT ANY ACT BY THE GOVERNMENT REGARDING THE AGREEMENT IS NOT A WAIVER OF EITHER THE GOVERNMENT'S SOVEREIGN IMMUNITY OR THE GOVERNMENT'S IMMUNITY UNDER THE ELEVENTH AMENDMENT OF THE UNITED STATE'S CONSTITUTION. AS USED IN THIS PARAGRAPH, THE TERM "AGREEMENT" MEANS ANY TRANSACTION OR AGREEMENT ARISING OUT OF, RELATING TO, OR CONTEMPLATED BY THE SOLICITATION.

TERMINATION: SUBJECT TO THE CONDITIONS BELOW, THE CONTRACT MAY BE TERMINATED FOR ANY REASON BY THE SCPRT PROVIDING A 30 DAY ADVANCE NOTICE IN WRITING IS GIVEN TO THE CONTRACTOR.

FOR CONVENIENCE - IN THE EVENT THAT THIS CONTRACT IS TERMINATED OR CANCELED UPON REQUEST AND FOR THE CONVENIENCE OF THE STATE WITHOUT THE REQUIRED THIRTY (30) DAYS ADVANCE WRITTEN NOTICE, THEN THE STATE MAY NEGOTIATE REASONABLE TERMINATION COSTS, IF APPLICABLE.

FOR CAUSE - TERMINATION BY THE STATE FOR CAUSE, DEFAULT OR NEGLIGENCE ON THE PART OF THE CONTRACTOR SHALL BE EXCLUDED FROM THE FOREGOING CONDITIONS; TERMINATION COSTS, IF ANY, SHALL NOT APPLY. THE THIRTY (30) DAYS ADVANCE NOTICE REQUIREMENT IS WAIVED AND THE DEFAULT CLAUSE IN THIS BID SHALL APPLY. (SEE CLAUSE NO. 1)

ASSIGNMENT: NO CONTRACT OR ITS PROVISIONS MAY BE ASSIGNED, SUBLET, OR TRANSFERRED WITHOUT THE WRITTEN CONSENT OF SCPRT.

AFFIRMATIVE ACTION: THE SUCCESSFUL BIDDER 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, COLOR, RELIGION, SEX, NATIONAL ORIGIN OR PHYSICAL HANDICAP. THE FOLLOWING ARE INCORPORATED HEREIN BY REFERENCE: 41 C.F.R. 60-1.4, 60-250.4 AND 60-741.4.

ITEM SUBSTITUTION: (THIS CLAUSE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). NO SUBSTITUTES WILL BE ALLOWED ON PURCHASE ORDERS RECEIVED FROM AGENCIES WITHOUT PERMISSION FROM SCPRT.

RESTRICTIONS/LIMITATIONS: NO PURCHASES ARE TO BE MADE FROM THIS CONTRACT FOR ANY ITEM THAT IS NOT LISTED OR FOR ANY ITEM THAT IS CURRENTLY AUTHORIZED UNDER ANY OTHER CONTRACT AWARDED PRIOR TO THIS CONTRACT.

PURCHASES FROM OTHER SOURCES: SCPRT RESERVES THE RIGHT TO BID SEPARATELY ANY UNUSUAL REQUIREMENTS OR LARGE QUANTITIES OF THE ITEMS SPECIFIED IN THIS PROPOSED CONTRACT (THE ABOVE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). (THE FOLLOWING PORTION APPLIES ONLY TO STATEWIDE TERM CONTRACTS) OTHERWISE, IT IS MANDATORY THAT ALL GOVERNMENTAL BODIES PROCURE THEIR REQUIREMENTS FOR THE GOODS AND SERVICES DURING ITS TERM, PROVIDED HOW-EVER THAT SECTION 9 OF THE PROVISOS TO THE APPROPRIATIONS ACT REQUIRES THAT, "...IF A GOVERNMENTAL BODY IS OFFERED GOODS AND SERVICES AT A PRICE THAT IS AT LEAST TEN PERCENT LESS THAN THE TERM CONTRACT PRICE FOR THE SAME GOODS OR SERVICES, IT MAY PURCHASE FROM THE VENDOR OFFERING THE LOWER PRICE AFTER FIRST OFFERING THE VENDOR HOLDING THE TERM CONTRACT THE OPTION TO MEET THE LOWER PRICE. IF THE VENDOR HOLDING THE TERM CONTRACT MEETS THE LOWER PRICE, THEN THE GOVERNMENTAL BODY MUST PURCHASE FROM THE CONTRACT VENDOR..."

CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS: ANY CHANGE ORDERS, ALTERATIONS, AMENDMENTS OR OTHER MODIFICATIONS HEREUNDER SHALL NOT BE EFFECTIVE UNLESS REDUCED TO WRITING AND APPROVED BY THE BUYER RESPONSIBLE FOR THIS SOLICITATION AND THE CONTRACTOR. ALL QUESTIONS, PROBLEMS OR CHANGES ARISING AFTER AWARD OF THIS CONTRACT SHALL BE DIRECTED TO THE BUYER RESPONSIBLE FOR THIS SOLICITATION, AT 1205 PENDLETON STREET, COLUMBIA SC 29201.

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT: THE STATE OF SOUTH CAROLINA REQUIRES ALL CONTRACTUAL ACTIVITIES TO BE IN COMPLIANCE WITH LOCAL, STATE, AND FEDERAL MANDATES CONCERNING "PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT". ANY CONTRACTOR DOING BUSINESS WITH THE STATE WILL BE REQUIRED TO DOCUMENT COMPLIANCE AND TO SPECIFY PRUDENT PRACTICES USED BY THE CONTRACTOR TO ADDRESS APPLICABLE MANDATES INCLUDING, BUT NOT RESTRICTED TO "THE HAZARD COMMUNICATION STANDARD" OSHA CFR 1910.1200 (SCRR ARTICLE 1,71-1910.1200). BY SUBMISSION OF THIS BID, THE VENDOR AGREES TO TAKE ALL NECESSARY STEPS TO ENSURE COMPLIANCE WITH THESE REQUIREMENTS.

PAYMENT FOR GOODS & SERVICES: PAYMENT FOR GOODS & SERVICES RECEIVED BY THE STATE SHALL BE PROCESSED IN ACCORDANCE WITH SECTION 11-35-45 OF THE SOUTH CAROLINA PROCUREMENT CODE.

PROVISIONS AND CLAUSES BY REFERENCE

THE FOLLOWING S.C. STANDARD SOLICITATION PROVISIONS AND GENERAL CONTRACT CLAUSES ARE INCORPORATED HEREIN BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL TEXT. THE FULL TEXT OF THESE PROVISIONS AND CLAUSES IS AVAILABLE ON THE MATERIALS MANAGEMENT OFFICE WEBSITE AT www.state.sc.us/mmo/ops/chgbid.doc.

STANDARD SOLICITATION PROVISIONS

(APPLIES TO ALL SOLICITATIONS)

AWARD CRITERIA
REJECTION
INSTRUCTIONS TO BIDDERS
UNIT PRICE GOVERNING
BIDDERS QUALIFICATION
INDEMNIFICATION

ORDER OF PRECEDENCE
CORRECTION OF ERRORS
RECORDS RETENTION
DISCUSSION WITH BIDDERS
RISK OF LOSS

GENERAL CONTRACT CLAUSES

(APPLIES AS INDICATED BELOW)

OPEN MARKET CONTRACTS

DEFAULT
CONTRACT ADMINISTRATION
FORCE MAJURE
SAVE HARMLESS
PUBLICITY RELEASES
QUALITY OF PRODUCT

GOVERNING LAW
ASSIGNMENT
AFFIRMATIVE ACTION
CONTRACT AMENDMENTS
PROTECTION OF HUMAN HEALTH
PAYMENT FOR GOODS & SERVICES

STATEWIDE TERM CONTRACTS

AGENCY CONTRACTS

DEFAULT
NON-APPROPRIATIONS
CONTRACT ADMINISTRATION
FORCE MAJURE
SAVE HARMLESS
PUBLICITY RELEASES
QUALITY OF PRODUCT
GOVERNING LAW
TERMINATION
ASSIGNMENT
AFFIRMATIVE ACTION
ITEM SUBSTITUTION
RESTRICTIONS/LIMITATIONS
RESTRICTIONS/LIMITATIONS
PURCHASES FROM OTHER SOURCES

DEFAULT
NON-APPROPRIATIONS
CONTRACT ADMINISTRATION
FORCE MAJURE
SAVE HARMLESS
PUBLICITY RELEASES
QUALITY OF PRODUCT
GOVERNING LAW
TERMINATION
ASSIGNMENT
AFFIRMATIVE ACTION
ITEM SUBSTITUTION

SOURCES

CONTRACT PARTICIPATION
CONTRACT AMENDMENTS
PROTECTION OF HUMAN HEALTH
PAYMENT FOR GOODS & SERVICES
SOUTH CAROLINA PURCHASING CARD
CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS

PURCHASES FROM OTHER

CONTRACT AMENDMENTS
PROTECTION OF HUMAN HEALTH
PAYMENT FOR GOODS & SERVICES

SOUTH CAROLINA RESIDENT VENDOR PREFERENCE

I certify that I am a resident vendor meeting all qualifications as defined in Section 11-35-1524 of the South Carolina Consolidated Procurement Code and hereby request the preference be exercised on my behalf in the consideration of Award on this bid.

In order to make claim for this preference in the award of this bid, the person signing the bid must place their initials here _____.

Address and phone number of SC office. (Must be complete if making claim) _____
_____ Phone # _____.

SC/US Made, Manufactured or Grown End-Product Preference

By signing bid and checking the appropriate space(s) provided and identified on the bid pricing schedule, vendor certifies that the end product(s) as shown in this bid are either made, manufactured or grown in South Carolina or other states of the United States. (RE: 11-35-1524). NOTE: These do not apply to a vendor of goods, whether in quantity or not, when the price of a single unit is more than \$30,000.

NOTICE IMPORTANT INFORMATION

If a bidder has not requested the preferences, he will neither be entitled to claim any preference against another bidder nor will he be protected from application of another bidder's claim to a preference against his bid in determining contract award.

Musgrove Mill State Historic Site

Request for Proposals

Preservation Plan Development: Upstate South Carolina Revolutionary War Battlefields

1.0 Project Description

Musgrove Mill State Historic Site in partnership with the National Park Service American Battlefield Protection Program is seeking proposals from a consultant(s) with demonstrated experience in the preparation of historic preservation and planning reports in accordance with standard practices.

The project seeks to provide strategies for battlefield preservation, encourage collaboration among local, state, and regional government entities, provide a framework for effective preservation planning, and raise awareness and support for preserving the terrain and character of multiple Revolutionary War sites in the Upstate Region of South Carolina. The effected sites are:

- Ninety Six National Historic Site
- Hayes' Station
- Hammond's Store
- Musgrove Mill State Historic Site
- Blackstock Battlefield State Historic Site
- Cedar Springs
- Cowpens National Battlefield
- Kings Mountain National Military Park

In addition, there are several associated sites within the project area, which are:

- Glenn Springs
- Daniel Morgan Monument
- Duncan Creek Presbyterian Church

The project will be developed and the deliverables produced during the period of 12 months from the award of the project to the consultant(s).

2.0 Services and Scope of Work

- 2.1 The contractor will be expected to define the project area and identify and map historic resources associated with the battle sites mentioned above. These will include, but not be limited to, cultural landscape features, historic structures, significant terrain features, known archeological sites, and view sheds. The contractor will use Geographic Information Systems (GIS) to map the project areas and resources. The

contractor will identify threats to the sites, including current or expected land uses that are incompatible with preservation of a historic battlefield landscape. In addition, the contractor will prioritize parcels within the project area for preservation and stewardship, and generate prioritized parcel maps using GIS. All GIS data files shall be in shapefile (*.shp) format and Federal Geographic Data Committee compliant metadata shall be submitted for each shapefile. Finally, the contractor will provide site-specific recommendations for how to preserve, protect, and manage unprotected lands at the abovementioned sites.

2.2 The contractor will submit a detailed work plan upon beginning the project to Musgrove Mill State Historic Site. The work plan will include:

- a statement of purpose
- list of specific tasks required to complete the project
- expenses associated with each task
- a schedule for completion of each task
- an outline or table of contents for the preservation plan

2.3 In accordance with the approved work plan, the contractor will encourage active participation by landowners, other stakeholders, citizens, and local officials in the planning process, which will include holding 7-10 public meetings with communities within the project area. Throughout the project, the contractor will provide interested parties the opportunity to participate in the planning process and to provide feedback about the draft preservation plan.

2.3 The contractor will prepare a draft preservation plan and submit three (3) copies to Musgrove Mill State Historic Site.

2.4 Based on review comments about the draft preservation plan, the contractor will produce a final draft plan and submit three (3) copies to Musgrove Mill State Historic Site. After review, the contractor will produce the final preservation plan, and submit four (4) copies of the report on acid-free paper, as well as two (2) digital copies (on compact disk) of the plan to Musgrove Mill State Historic Site, as well as one (1) copy of the report for each of the affected sites and local governments in which the sites are located.

3.0 Selection of Contractor

3.1 The award of the project will be granted to the contractor that conforms to the guidelines of the RFP and scores the highest total score on the evaluation criteria. A panel will be assigned to evaluate each proposal submitted, and the bidder with the highest overall score among the panel will be awarded the project.

3.2 The evaluation criteria being used is meant to select the contractor that will be most advantageous to the completion of the project as set forth in the RFP. The criteria and point scale is as follows:

Total Possible Points

Evaluation Criteria

Proposal meets qualifications as set forth in the RFP
Project team qualifications and experience
Experience in preservation planning
Experience in community planning
Cost

4.0 Request for Proposals Submission Date

4.1 All proposals must be received by 5:00 PM E.S.T., on [date]. Proposals that arrive after this date and time will not be considered and will be returned to the sender. Notification of final selection and award of the project will occur on or about [date].

4.2 Proposal's should be submitted to:

Brian L. Robson, Park Manager
Musgrove Mill State Historic Site
398 State Park Rd.
Clinton, SC 29325

4.3 Any questions regarding this RFP should be directed to:

Brian L. Robson, Park Manager
Musgrove Mill State Historic Site
398 State Park Rd.
Clinton, SC 29325
(864) 938-0100
brobson@scprt.com

Please see
1st sheet