



CLARENDON COUNTY  
411 Sunset Drive  
Manning, South Carolina 29102

**REQUEST FOR PROPOSALS PROJECT: 2024-004**

**PROVIDE DESIGN/BUILD SERVICES FOR THE CONSTRUCTION OF A NEW PUBLIC WORKS FACILITY AND NEW ANIMAL CONTROL FACILITY.**

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>	<b>1</b>
<b>ADVERTISEMENT</b>	<b>PAGE</b>	<b>2</b>
<b>INSTRUCTIONS AND SUBMITTAL FORM <u>*Must</u> be signed</b>	<b>PAGE</b>	<b>3</b>
<b>GENERAL INFORMATION</b>	<b>PAGE</b>	<b>4 - 5</b>
<b>GENERAL TERMS AND CONDITIONS</b>	<b>PAGE</b>	<b>6 - 9</b>
<b>PROPOSAL SUBMISSION REQUIREMENTS</b>	<b>PAGE</b>	<b>10 - 11</b>
<b>EVALUATION/AWARD CRITERIA</b>	<b>PAGE</b>	<b>11</b>
<b>SCOPE OF WORK</b>	<b>PAGE</b>	<b>12</b>

**EXISTING APPURTENANCES & DUE DILLIGENCE SITE STUDY: ATTACHED EXHIBITS**

**EXHIBIT A – PUBLIC WORKS FACILITY AND ANIMAL CONTROL FACILITY DESIGN/BUILD CONCEPT PLANS (21 PAGES)**

**Alliance Consulting Engineers** <https://www.alliancece.com/> completed the environmental due diligence site study, included in **EXHIBIT B-H** of this solicitation. Any site study updates and additional information will be distributed to all interested parties, via an addendum to this solicitation.

**EXHIBIT B – ECS Southeast, LLP Report of Preliminary Geotechnical Exploration (42 PAGES)**

**EXHIBIT C – 23144 Nesbitt Surveying Co., Inc. Boundary and Topographic Survey (1 PAGE)**

**EXHIBIT D – DUE DILIGENCE SITE STUDY - Phase 1 Environmental Site Assessment (34 PAGES)**

**EXHIBIT E – DUE DILIGENCE SITE STUDY – Biological Evaluation (37 PAGES)**

**EXHIBIT F – DUE DILIGENCE SITE STUDY – Cultural Resources Identification Survey (27 PAGES)**

**EXHIBIT G – DUE DILIGENCE SITE STUDY – Wetlands Delineation (18 PAGES)**

**EXHIBIT H – DUE DILIGENCE SITE STUDY – USACE Delineation Concurrence Letter (1 PAGE)**

**CLARENDON COUNTY REQUEST FOR PROPOSALS PROJECT: 2024-004  
PROVIDE DESIGN/BUILD SERVICES FOR THE CONSTRUCTION OF A NEW PUBLIC WORKS  
FACILITY AND ANIMAL CONTROL FACILITY, LOCATED AT US HWY 301, NORTH OF MANNING,  
SC.**

Clarendon County is accepting sealed PROPOSALS from qualified firms. The desired end result shall be a 9,240 square ft. turn-key Public Works facility with 8,220 square ft. attached shed and a 9,300 square ft. turn-key Animal Control Facility with related roadway and site work. The successful offeror shall provide satisfactory evidence of appropriate licensure and the ability to furnish all product/services in accordance with applicable federal, state, and local regulations, as well as all terms and conditions outlined in the solicitation. Those with the highest ranked qualifications may warrant an oral presentation, the County reserves the right to interview all or any of the Offerors responding to this request.

**RFP PACKAGE:** Proposals are available online: <https://clarendoncountyprocurement.sc.gov/solicitations> and at: [www.bidnetdirect.com//clarendoncounty](http://www.bidnetdirect.com//clarendoncounty)

**Alliance Consulting Engineers** <https://www.alliancece.com/> completed the due diligence site study, included in **EXHIBIT B-H** of this solicitation. Any additional information will be distributed to all interested parties, via an addendum to this solicitation.

**AWARD CRITERIA:** Technical Proposals will be evaluated, qualified and ranked. Once the ranking process is complete, contract negotiations will begin with highest ranked firm. If County is unable to negotiate a satisfactory contract/fee with the highest ranked firm, negotiations will be terminated and will commence with the next highest ranked firm and so forth, until a satisfactory contract can be negotiated. Clarendon County reserves the right to interview all or any of the responding firms to this solicitation. Clarendon County anticipates making an award to successful offeror in a timely manner.

**The following criteria will be used to evaluate Technical Proposals:**


1. Prior specialized experience in similar projects, list relevant projects including description, photographs, scope, project team members/subcontractors, project cost and owner's contact information.
2. Information on delivery of previous projects on time and within budget. Provide design time (contract/actual); project cost (estimated/actual); and any problems encountered, and solutions devised.
3. Project manager and team experience.
4. Letters of commendation or reference.
5. Price

**OWNER'S RIGHTS:** Clarendon County reserves the right to accept or reject any, all or any part of responses received as a result of this request, to negotiate options, to add or delete requirements for the project, waive any informalities or to cancel in part or in its entirety this request, if it is in its best interest to do so. Clarendon County will be sole judge as to whether proposals meet all requirements. This solicitation does not commit Clarendon County to award a contract, to pay any cost incurred in the preparation of proposals or to procure or contract for goods or services. All proposals submitted shall become the property of Clarendon County.

**\*\*\*\*\*SIGNIFICANT DATES\*\*\*\*\***

**DEADLINE FOR SUBMITTING TECHNICAL QUESTIONS (written): 4:00 P.M., Thursday, September 5, 2024**  
**DEADLINE TO SUBMIT SEALED PROPOSALS: Must be received by 4:00 P.M., Thursday, September 12, 2024**

**SUBMIT SEALED PROPOSALS TO:** Jeffrey A Hyde - Procurement Director  
3 South Church Street  
Manning, SC 29102

	<b>Clarendon County</b> <b>Procurement</b> REQUEST FOR TECHNICAL AND PRICE PROPOSALS  SUBMITTAL FORM	Solicitation Number & Project Name:	<b>RFP – 2024-004 PROVIDE DESIGN BUILD SERVICES FOR THE CONSTRUCTION OF A NEW PUBLIC WORKS FACILITY AND ANIMAL CONTROL FACILITY, LOCATED AT US HWY 301, NORTH OF MANNING, SC</b>

DESCRIPTION: **RFP - 2024-004- PROVIDE DESIGN/BUILD SERVICES FOR THE CONSTRUCTION OF A NEW PUBLIC WORKS FACILITY AND ANIMAL CONTROL FACILITY, LOCATED AT US HWY 301, NORTH OF MANNING, SC**

**\*\*\*\*\*SIGNIFICANT DATES\*\*\*\*\***

SUBMIT OFFER: NO LATER THAN **4:00 P.M., Thursday, September 12, 2024**

TECHNICAL QUESTIONS MUST BE RECEIVED IN WRITING BY: **4:00 P.M., Thursday September 5, 2024.**

**SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:** *The Term "Offer" Means Your "Bid" or "Proposal".*

**MAILING ADDRESS & PHYSICAL LOCATION:**

CLARENDON COUNTY PROCUREMENT DEPT.  
 3 SOUTH CHURCH STREET  
 MANNING, SC 29102

AWARD & AMENDMENTS		The award, this solicitation, and any amendments will be posted on the Clarendon County website <a href="http://procurement.clarendoncountygov.org/">http://procurement.clarendoncountygov.org/</a>	
You must submit a signed copy of this form with Your Proposal. My signature indicates my agreement to be bound to the terms and conditions contained herein.			
NAME OF OFFEROR (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="radio"/> Sole Proprietorship <input type="radio"/> Partnership <input type="radio"/> Corporation ___ State <input type="radio"/> of Incorporation <input type="radio"/> Government entity (federal, state, or local) <input type="radio"/> Other	
AUTHORIZED SIGNATURE  (My signature indicates that I am authorized to submit a binding offer to enter contract on behalf of Offeror named above)		<input type="radio"/> CERTIFICATE OF INSURANCE ENCLOSED <input type="radio"/> DBE/MBE <span style="float:right;"><input type="radio"/> SC RESIDENT VENDOR</span> <input type="radio"/> SC CONTRACTOR	
TITLE (Business title of person signing above)		TAX PAYER ID      DUNS      GC LICENSE #	
ACKNOWLEDGEMENT OF ADDENDUMS: <input type="radio"/> ADDENDUM #1 <input type="radio"/> ADDENDUM #2 <input type="radio"/> ADDENDUM #3			
PRINTED NAME (Printed name of person signing above)	DATE		
Instructions regarding Offeror's name: Any award issued will be issued with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.			
OFFEROR'S ADDRESS	CITY/STATE	ZIP CODE	
PHONE	FAX	E-MAIL	
I hereby certify that my below price includes cost for permits, fees, personnel, labor, materials and equipment required to <b>PROVIDE DESIGN/BUILD SERVICES FOR THE CONSTRUCTION OF A NEW PUBLIC WORKS FACILITY AND ANIMAL CONTROL FACILITY, LOCATED AT US HWY 301, NORTH OF MANNING, SC</b> , and fully meets all terms, conditions and requirements as specified herein for the below price(s). My signature verifies that I am fully familiarized with the information contained within this entire solicitation and applicable amendments, submits the attached proposal and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that my offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign. <i>By submission of a signed agreement, I certify, under penalties of perjury, that my firm complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.</i>			
Project Start and Time to Completion: We will start work _____ days after receipt of the Purchase Order.		Our estimated Time from Start to Completion is _____ days.	
<b>PROPOSED LUMP PRICE FOR PUBLIC WORKS STREET \$</b>			
<b>PROPOSED LUMP PRICE FOR BALANCE OF WORK \$</b>			
ACCEPTED BY:			
JEFFREY A HYDE - PROCUREMENT DIRECTOR		DATE	

## SECTION I: GENERAL INFORMATION

The purpose of this request is to accept PROPOSALS from qualified firms to **PROVIDE DESIGN/BUILD SERVICES FOR THE CONSTRUCTION OF A NEW PUBLIC WORKS FACILITY AND ANIMAL CONTROL FACILITY, LOCATED AT US HWY 301, NORTH OF MANNING, SC.**

**NOTE: Total Project Budget is estimated at NTE \$5.5 million dollars.**

**Due to alternate funding sources - proposed prices shall be separated into a lump sum price for the Public Works Street shown on sheet CS-3 of Exhibit A and a lump sum price for the balance of the work for the Project.**

Clarendon County desires to pre-qualify and select **only** experienced offeror(s) who possess similar experience in projects with similar scope, value and complexity of services to be rendered. Should Clarendon County be unable to negotiate a satisfactory contract with the highest ranked Offeror, considered to be the most responsive and qualified, negotiations will be formally terminated; and Clarendon County will proceed with negotiations with the remaining highest ranked offerors, in the same manner until an agreement is reached.

Clarendon County stipulates that Offeror shall carefully examine all RFP documents and become thoroughly familiarized with all requirements, terms and conditions contained herein. Should an Offeror find discrepancies, ambiguities, or omissions in the RFP, or should the Offeror be in doubt as to their meaning, Offeror shall request written clarification from the Procurement Director. Before submitting a proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this proposal. Failure to make such investigations and examinations shall not relieve the successful Offeror from the obligation to comply, in every detail, with all provisions and requirements of this RFP. No proposal shall be considered from any firm that has failed to perform acceptably on any other Clarendon County projects.

This document will be included in the final contract documents, all terms and conditions will apply. By signing page 3 of this document, offeror's signature verifies familiarity with information contained within this entire solicitation and applicable amendments, and verifies to the County, offeror to be true and correct. Offeror certifies that offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. Offeror agrees to abide by all conditions of this solicitation and certifies that he/she is authorized to sign. Offeror affirms that ***By submission of a signed agreement, he/she certifies, under penalties of perjury, that said firm complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.***

If the Offeror is a corporation, the proposal shall be signed in the name of and under the seal of the corporation by a duly authorized officer of the corporation with the designation of the signor's official capacity. The proposal shall show the state in which the corporation is chartered, and, if that state is other than South Carolina, the proposal shall show that the corporation is authorized to do business in the state of South Carolina. If the Offeror is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person who is duly authorized to bind the partnership. The signor's official capacity and authority shall be shown. If the Offeror is an individual or sole proprietorship, the proposal shall be signed by the individual in person, stating the name or style under which the Offeror is doing business. In any case, the proposal shall show the current business address of the Offeror which is to be used for receiving communications from the County.

**NOTE: All official correspondence regarding the specifications/solicitation SHALL be directed in writing to Clarendon County Procurement (via e-mail) to [project@clarendoncountygov.org](mailto:project@clarendoncountygov.org)**

**NO BID BOND** is due at submission of your proposal.

**PAYMENT & PERFORMANCE BONDS:** Successful contractor shall be required to provide separate payment & performance bonds in the amount of 100% of proposed /agreed upon contract amount.

**PAYMENT TERMS & INVOICING**

Payments to the successful contractor will be based on actual services received. The firm shall submit invoices that include a detailed breakdown of all charges. Invoices shall be based upon completion of all tasks or deliverables and shall include progress reports. Invoices shall be separated into Costs for the Public Works Street and Costs for the balance of work completed on the Project. A retainage amount of 3.5% shall be maintained until the project reaches final completion.

Submit invoices to:

**CLARENDON COUNTY FINANCE or you may send via e-mail [to ap@clarendoncountygov.org](mailto:ap@clarendoncountygov.org)  
411 SUNSET DRIVE  
MANNING, SC 29102**

Clarendon County payment terms are Net 30, invoices will be paid promptly unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation.

NOTE: No offer shall be considered from any business owing taxes to Clarendon County. Clarendon County is an equal opportunity employer

## SECTION II: GENERAL TERMS AND CONDITIONS

**ADDENDUMS:** All Addendums to and interpretations of this solicitation shall be in writing from the Procurement Director, Clarendon County. Any errors or omissions requiring correction shall be brought to the Procurement Director's attention immediately. The Procurement Director shall not be legally bound by any Addendum or interpretation that is not in writing.

**CERTIFICATE OF INSURANCE:** Successful offeror(s) shall name the County as additional insured on the contractor's insurance policies. Contractor will be required to provide a '**Certificate**' of Insurance for any CONTRACTOR visiting on-site in Clarendon County and those that are so located, and those that provide on-site equipment maintenance, evaluation, or other services for the protection of Clarendon County, contractor shall maintain throughout the performance of its obligations under this Agreement a policy or policies of Workers' Compensation Insurance with such limits as may be required by law, and a policy or policies of general liability insurance with limits sufficient to cover any loss or potential loss resulting from this contract insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents and a policy or policies of Automobile Liability Insurance with such limits as may be required by law insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents while operating their vehicle(s) on Clarendon County property.

**COMPETITION:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested offeror to notify the Procurement Director in writing. The solicitation may or may not be changed but a review of such notification will be made prior to award.

**CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed in writing to the Clarendon County Procurement Director, 411 Sunset Drive, Room 603, Manning, SC 29102

**CORRECTION OF ERRORS ON RESPONSE FORM(S):** 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 proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for reviewing.

**DEFAULT:** In case of default by the contractor, Clarendon County reserves the right to purchase any or all services in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible proposal submitter/bidder until the assessed charge has been satisfied.

**Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations. **Termination--Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, Clarendon County shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to Clarendon County for damages sustained by virtue of any breach by Contractor. **Termination--Funding.** Should funding for this contract be discontinued, Clarendon County shall have the right to terminate the contract immediately upon written notice to Contractor. **Termination--Notice.** Clarendon County may terminate this contract at any time upon written notice to Contractor. **Warranty and Responsibilities.** Any failure of Contractor to provide goods or services or otherwise perform pursuant to this contract, including, without limitation, interruption or delay, that is due to failure of any services, individually or in combination, to successfully transition and/or to provide correct results as set forth in this document, shall not be *force majeure*, and shall be a breach of this contract. This applies to any failure of Contractor to perform and/or subcontractors that are due to perform any services, individually or in combination.

**DISPUTES:** The basic and governing language of any contract resulting from this solicitation shall be comprised of this solicitation, including any attachments and/or addendums. The laws of South Carolina shall govern any agreement arising as a result of this solicitation and shall be litigated only in a nonjury hearing in the Circuit Court within the Third Judicial Circuit of Clarendon County, South Carolina. Upon approval of the Circuit Court, any such action shall be referred to the Master-in-Equity for Clarendon County. The prevailing party shall be entitled to recover attorney's fees and the costs of said litigation.

**DRUG FREE WORKPLACE CERTIFICATION:** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended

**EQUAL OPPORTUNITY:** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

**ETHICS ACT:** By submitting an Offer, You certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

**FALSE CLAIMS:** According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

**INDEMNIFICATION:** Any term or condition is void to the extent it requires the County to indemnify anyone.

**LIQUIDATED DAMAGES:** Liquidated damages of \$250.00 per calendar day will be assessed for each calendar day that Project is not complete after the Contracted date.

**NON-APPROPRIATIONS:** Any contract entered into by Clarendon County 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.

**NOTIFICATION OF INTENT OR STATEMENT OF AWARD:** The Intent to Award and/or Statement of Award will be posted on the Clarendon County web site.

**OWNER'S RIGHTS:** Proposals shall convey all of the information requested in order to be considered responsive. Clarendon County reserves the right to accept or reject any, all, or any part of offers received as a result of this request, to negotiate with all qualified Design-Build Teams, or to cancel in part in its entirety this RFP if it is in the best interest of Clarendon County. Clarendon County and Clarendon County alone will be the judge as to whether that variance is significant enough to consider the proposal non-responsive and therefore not considered for award. Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and Addendums, and page 1 signed. In the event of a conflict between the two documents, the RFP shall govern.

**PROHIBITION OF GRATUITIES** Section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states in part as follows: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgement as a public official or public employee, or such public official solicits or accepts such compensation to influence his action, vote or judgement shall be subject to the punishment as provided by Sections 16-9-210 and 16-9-220". Gratuities in any form are strictly prohibited.

**PROPRIETARY/CONFIDENTIAL INFORMATION** Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the Offeror must invoke the protections of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the Offeror. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

All Offerors must visibly mark as "Confidential" each part of their proposal which they consider to contain proprietary information. **All unmarked pages will be subject to release in accordance with the guidelines set forth under Chapter 4 of Title 30 (The Freedom of Information Act) South Carolina Code of Laws and Section 11-35-410 of the South Carolina Consolidated Procurement Code.** Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute are: 1. Customer lists; 2. Design recommendations and identification of prospective problem areas under an RFP; 3. Design concepts, including methods and procedures; 4. Biographical data on key employees of the Offeror. Evaluative documents pre-decisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the predecisional deliberations.

***MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.***

All proposals submitted in response to this document become the property of Clarendon County. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the County upon award of contract. Ownership of all data, material and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County. Offerors not awarded a contract under this solicitation, may request return of excess copies of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all excess copies will be destroyed.

**PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT:** The County of Clarendon requires all contractual activities to be in compliance with local, state, and federal mandates concerning "Protection of Human Health and Environment". Any contractor doing business with the County 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 proposal, the vendor agrees to take all necessary steps to insure compliance with these requirements.

**PROTEST PROCEDURE:** Any prospective Offeror or contractor, who is aggrieved in connection with the solicitation shall protest in writing to the Procurement Director within ten (10) calendar days of the date of issuance of the RFP or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual Offeror or contractor, who is aggrieved in connection with the intended award or award of a contract shall protest in writing to the Procurement Director within ten (10) calendar days of the notification of intent to award or statement of award is published. A protest shall be in writing, submitted to the



Procurement Director and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.

**PUBLICITY:** Contractor shall not publish any comments or quotes by Clarendon County employees or include the County in either news releases or a published list of customers, without the prior written approval of the Procurement Director.

**REJECTION/CANCELLATION:** Clarendon reserves the right to accept or reject any, all or any part of the statements received as a result of this request, or to cancel in part or in its entirety this request if it is in the best interest of the County to do so. Clarendon County will be sole judge as to whether statements submitted meet all requirements contained in this solicitation. Clarendon County will not be responsible for any cost incurred in the preparation of qualification statements. All statements shall become the property of Clarendon County upon submission.

**RESTRICTIONS APPLICABLE TO OFFERORS** Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the SC state Ethics Act. (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.* All communications must be solely with the Procurement Director or designee. This restriction may be lifted by express written permission from the Procurement Director. (b) Unless otherwise approved in writing by the Procurement Director *you agree not to give anything to any Using Governmental Unit.* **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations. **Termination--Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, Clarendon County shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to Clarendon County for damages sustained by virtue of any breach by Contractor. Clarendon County may terminate this contract at any time upon written notice to Contractor.

**WITHDRAWAL OF PROPOSALS:** An Offeror may withdraw his proposal without prejudice to himself not later than the day and hour set in the advertisement for receiving proposals, by communicating the purpose in writing to the Procurement Director, when received, said proposal surety, if applicable, will be returned to the Offeror unopened. Notification of withdrawal is the sole responsibility of the Offeror.

## SECTION III: OFFEROR REQUIREMENTS

Successful Offeror shall include a registered Professional Engineer who will be responsible for the integration and approval of the complete design package and must sign and stamp/seal all construction documents. Successful Offeror shall perform all work required to complete the project in accordance with the contract documents, specifications, and all applicable federal, state, and local regulations and will conform to all conditions as specified herein. The highest ranked technical qualifications may warrant an oral presentation. The County reserves the right to interview all or any of the firms responding to this solicitation. Proposal Submission Requirements: one (1) unbound copy & one (1) thumb drive (to be exactly the same).

### Proposals shall be submitted in the following format:

#### 1. Qualifications of Firm

- a. **Summary of Qualifications:** Provide a cover letter with description and history of the firm which summarizes experience in similar projects (reference resources, operations, planning, contract management, accounting systems)
- b. **Litigation Summary:** Provide a list of all claims, arbitrations, administrative hearings, and lawsuits brought against your company. Has the proposer been a defendant in any litigation in the last ten years? If so, provide a detailed description of such litigation and the outcome. Has the proposer ever been the subject of an investigation involving construction work? If so, provide a detailed description of the investigation and its outcome. Has the proposer ever brought suit against a state or local government? If so, provide a detailed description of the suit and its outcome.

#### 2. Technical Approach

- a. **Project Approach:** Provide a short narrative description of your overall approach to completing the scope of work required by the County.
- b. **Accounting & Document Management:** Describe your approach to documenting work completed, invoicing and documentation.
- c. **Quality Control:** Briefly describe your approach and methods used to ensure that quality work is performed.

#### 3. Project Management

- a. **Key Personnel:** Provide a list of key personnel to be assigned to provide the required services including brief resumes (not to exceed 1 page each) for each describing experience, training, and education relevant to the required services.
- b. **Certifications:** Provide a list of certifications held by key personnel.

#### 4. References

- a. **References:** List at least three references. The reference list should demonstrate the company's work experience with similar projects and identify each reference with contact name, address, and telephone number.
- b. Provide detailed employee resumes for those persons performing the following functions:
  - Project Oversight/Management
  - Assessment of Market Factors & Lead Time Management
  - Cost Estimated
  - Site Superintendent
  - Subcontractor Scheduling & Management
  - Quality Assurance
  - Safety and Claims Management

**RESTORATION OF PROPERTIES:** Successful Offeror shall be responsible for assuring that all necessary precautions are taken for the protection of the public. All work shall be done in a safe manner and comply with all governing regulations concerning safety and shall fully conform to all local, state, and Federal safety regulations, including OSHA.

**CODE AND STANDARDS REQUIREMENT:** All materials and work shall comply with the Requirements of the following codes and regulations (latest editions):

- 2021 SC Edition International Building Code
- All Clarendon County Codes and Regulations

Successful Offeror shall be solely responsible for the continuity of service and shall maintain necessary insurance for duration of project. All employees of the successful offeror shall be, at all times, the sole employees of the contractor under its sole direction and not an employee or agent of Clarendon County. Clarendon County reserves the right to approve all sub-contractors and equipment. The successful offeror shall make positive effort to use local sub-contractors. The County reserves the right to remove any employee the County deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. The successful offeror (and all sub-contractors) shall be appropriately licensed for the work proposed. The successful offeror shall also be responsible for obtaining any and all permits required.

Proposals must provide adequate proof of ability to provide services. Specifications are not intended to be restrictive, but indicate the required features for satisfactory performance, if name brand specificity is used, Clarendon County will consider product equivalent. Clarendon County will determine if minor deviations are acceptable. All work will be performed in accordance with applicable local, state and federal requirements. All proposals must be complete and carefully worded and must convey all of the information requested in order to be considered responsive.

**AWARD CRITERIA:** Proposals will be evaluated, qualified and ranked. After proposals are ranked, the highest ranked proposal(s) may warrant an oral presentation. If applicable, you will receive an invitation to make an oral presentation. The County reserves the right to interview all or any of the responding firms to this RFP.

**The following criteria will be used to evaluate Proposals:**

1. Prior specialized experience in similar projects, list relevant projects including description, photographs, scope, project team members/subcontractors, project cost and owner's contact information.	<b>0-30</b>
2. Information on delivery of previous projects on time and within budget. Provide design time (contract/actual); project cost (estimated/actual); and any problems encountered, and solutions devised.	<b>0-25</b>
3. Project manager and team experience	<b>0-15</b>
4. Letters of commendation or references.	<b>0-10</b>
5. Price	<b>0-20</b>
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

Once the ranking process is complete, contract negotiations will begin with highest ranked firm. If County is unable to negotiate a satisfactory contract/fee with the top ranking firm, negotiations will be terminated and will commence with the next highest ranked firm and so forth, until a satisfactory contract can be negotiated. Clarendon County reserves the right to interview all or any of the responding firms to this solicitation. Clarendon County anticipates making an award to successful firm in a timely manner. All respondents will be notified in writing of the final selection.

## **SECTION IV: SCOPE OF WORK:**

The scope of work for this contract shall be to **PROVIDE DESIGN/BUILD CONSTRUCTION SERVICES FOR A PUBLIC WORKS FACILITY AND ANIMAL CONTROL FACILITY WITH RELATED APPURTENANCES AS SHOWN AND SPECIFIED IN APPENDIX A.**

Successful Offeror will be responsible for all design, permits, fees, personnel, supervision, labor, time, materials and equipment required to perform DESIGN/BUILD services. The desired end result shall be a turn-key new Public Works including fleet maintenance facility and new Animal Control facility with related site work, permitted septic systems and related appurtenances as indicated in Appendix A plans and related documents of this RFP. All services and work shall be performed in accordance with all terms, conditions and specifications contained herein.

**Alliance Consulting Engineers** <https://www.alliancece.com/> completed the due diligence site study, included in **EXHIBIT B-H** of this solicitation. Any additional information will be distributed to all interested parties, via an addendum to this solicitation.

The County assumes no responsibility for oral instructions or suggestions. Any changes found necessary by the County or successful Offeror not covered in this solicitation - under the scope of work, specification or drawing(s) shall be jointly agreed upon by the successful Offeror and the County. Any additional cost on the project must be submitted in writing for consideration. A written Change Order or Amendment to the Purchase Order will be issued by Procurement Director, before the work can proceed. All official correspondence in regard to the specifications should be directed in writing to Clarendon County Procurement (via e-mail) to [project@clarendoncountygov.org](mailto:project@clarendoncountygov.org)

## **SECTION V: SPECIFICATIONS ARE INCLUDED WITH APPENDIX A - CONCEPTUAL PLANS.**

### **EXHIBIT A – PUBLIC WORKS FACILITY AND ANIMAL CONTROL FACILITY DESIGN BUILD CONCEPT PLANS**

**Alliance Consulting Engineers** <https://www.alliancece.com/> completed the environmental due diligence site study, included in **EXHIBITS B-H** of this solicitation. Any site study updates and additional information will be distributed to all interested parties, via an addendum to this solicitation.

**EXHIBIT B – (42 PAGES) ECS Southeast, LLP Report of Preliminary Geotechnical Exploration**

**EXHIBIT C – (1 PAGE) 23144 Nesbitt Surveying Co., Inc. Boundary and Topographic Survey**

**EXHIBIT D – (34 PAGES) Due Diligence Site Study - Phase 1 Environmental Site Assessment**

**EXHIBIT E – (37 PAGES) DUE DILIGENCE SITE STUDY – Biological Evaluation**

**EXHIBIT F – (27 PAGES) DUE DILIGENCE SITE STUDY – Cultural Resources Identification Survey**

**EXHIBIT G – (18 PAGES) DUE DILIGENCE SITE STUDY – Wetlands Delineation**

**EXHIBIT H – (1 PAGE) DUE DILIGENCE SITE STUDY – USACE Delineation Concurrence Letter**