



# Clarendon County Procurement

REQUEST FOR QUALIFICATION STATEMENTS

Solicitation Number

RFQ 2024-012 ARCHITECTUAL / ENGINEERING SERVICES FOR THE CA. 1910 MANNING LIBRARY BUILDING IN CLARENDON COUNTY, AT 211 NORTH BROOKS STREET, MANNING, SC 29102

Buyer

Jeffrey A Hyde  
Procurement Director  
E-Mail [jhyde@clarendoncountygov.org](mailto:jhyde@clarendoncountygov.org)

DESCRIPTION: ARCHITECTUAL/ENGINEERING SERVICES FOR THE CA. 1910 MANNING LIBRARY BUILDING IN CLARENDON COUNTY, LOCATED AT 211 NORTH BROOKS STREET, MANNING, SC 29102

LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES (added 1979 - Building - 79002381) <http://www.nationalregister.sc.gov/clarendon/S10817714003/S10817714003.pdf>

TECHNICAL QUESTIONS: Must be received in writing by 4:00 PM February 21, 2025.

DEADLINE TO SUBMIT: Must be received by 4:00 PM February 28, 2025.

\*\*\*\*\*INSTRUCTIONS\*\*\*\*\*

NUMBER OF COPIES TO BE SUBMITTED: ONE (1) EACH, including this page signed and information on page 8 must be included in the submittal. Please show solicitation number on envelope. Clarendon County assumes no responsibility for unmarked or improperly marked envelopes. All confidential information which is considered to be exempt from disclosure should be marked as propriety. The County reserves the right to determine which information is considered propriety.

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS: *The Term "Offer" Means Your "Response to this Solicitation"*

MAILING ADDRESS:	PHYSICAL ADDRESS:
CLARENDON COUNTY PROCUREMENT 3 SOUTH CHURCH STREET MANNING, SC 29102	CLARENDON COUNTY PROCUREMENT 3 SOUTH CHURCH STREET MANNING, SC 29102 PHONE (803) 433-3240

AWARD & AMENDMENTS	This solicitation, any amendments and award will be posted on the Clarendon County website. <a href="http://www.clarendoncountygov.org">http://www.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 <small>(Full legal name of business submitting the offer)</small>	AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>			OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation _____ State of Inc. <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other <input type="checkbox"/> DBE/MBE <input type="checkbox"/> SC RESIDENT VENDOR			
TITLE <small>(Business title of person signing above)</small>	PRINTED NAME <small>(Printed name of person signing above)</small>	DATE	TAXPAYER IDENTIFICATION NO.				
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed 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.e., a separate corporation, partnership, sole proprietorship, etc.							
OFFEROR'S ADDRESS	CITY/STATE	ZIP CODE					
PHONE	FAX	E-MAIL					
ACKNOWLEDGMENT OF ADDENDUMS <i>Please initial.</i>	Addendum No.						
	Addendum Date						
ACCEPTED BY: _____ JEFFREY A. HYDE, PROCUREMENT DIRECTOR _____ DATE _____							

## **SECTION I: GENERAL INFORMATION**

The purpose of this **REQUEST FOR QUALIFICATION STATEMENTS** is to invite **REGISTERED ARCHITECTS AND LICENSED ENGINEERS WITH HISTORIC PRESERVATION EXPERIENCE** to submit their qualifications to be considered for a historic preservation planning project for the for CA. 1910 MANNING LIBRARY BUILDING IN CLARENDON COUNTY, LOCATED AT 211 NORTH BROOKS STREET, MANNING, SC 29102.

The building is listed on the National Register of Historic Places (added 1979 - Building - #79002381) <http://www.nationalregister.sc.gov/clarendon/S10817714003/S10817714003.pdf>.

### **INVITATION:**

The County of Clarendon, Manning, South Carolina (hereafter, the “County”) invites registered architects and licensed engineers with historic preservation experience to submit their qualifications to be considered for a historic preservation planning project for the ca. 1910 historic Manning Library, Manning, South Carolina. Jeffrey A. Hyde (Clarendon County Procurement Director) will receive qualification statements until 4:00 PM on February 28, 2025, via email ONLY at [jhyde@clarendoncountygov.org](mailto:jhyde@clarendoncountygov.org). All questions shall be directed to Mr. Hyde at the email listed above.

### **PROJECT PURPOSE:**

The Clarendon County History and Archives Building is located in the CA. 1910 Manning Library, which is located at 211 North Brooks Street, Manning, South Carolina. The building is individually listed in the National Register of Historic Places and is architecturally significant as a local interpretation of the Classical Revival style. The library is also important both as the first public library in Clarendon County and for its associations with prominent local individuals. In 1905, local attorney and financier Abraham Levi gave a one-thousand-dollar donation toward building the library. The Levi children requested that the library be named in memory of their mother, Hannah Levi.

The County seeks the services of a registered architect or a licensed engineer or a team of registered and licensed professionals experienced in historic preservation to assess the existing conditions and produce “bid ready” plans and specifications for the stabilization and weatherization of the CA. 1910 historic Manning Library.

The project has been funded by a state historic preservation grant, administered by the South Carolina Department of Archives and History (SCDAH). The conditions assessment and “bid ready” plans and specifications will be reviewed by SCDAH for compliance with the Secretary of the Interior’s Standards for the Treatment of Historic Properties.

### **ANTICIPATED PROJECT SCHEDULE (Subject to change)**

February 21, 2025	RFQ questions deadline Due by <b>4:00 PM</b> .
February 28, 2025	Qualifications Submittals Due by <b>4:00 PM</b> .
March 12, 2025	RFQ Committee meeting to review and score submissions
March 21, 2025	Selection of Architect/Engineer Completed.
May 9, 2025	Submittal of draft report, plans, and recommendations.
June 13, 2025	Submittal of final report, plans, and recommendations.

## SECTION II: 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.

**AWARD CRITERIA:** STATEMENTS will be evaluated, qualified and ranked. The highest ranked STATEMENT(S) may warrant an oral presentation. Clarendon County will extend an invitation for oral presentations to a minimum of three (3) highest ranking firms. The County reserves the right to interview all or any of the responding firms to this RFQ. All statements must provide satisfactory evidence of ability to furnish services in accordance with the terms and conditions of outlined in the solicitation. After final selection, negotiations will result in project specific **Scope of Work and final fixed cost**.

The award, this solicitation, and any amendments will be posted on the Clarendon County website.

<https://clarendoncountyprocurement.sc.gov/solicitations>

**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 Office in writing so as to be received five (5) days prior to opening date. 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 Office, 3 South Church Street, 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, Offeror certifies that, if awarded a contract, Offeror 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.

**EXPERIENCE AND REFERENCE CHECKS:** The County reserves the right to consider historic information and fact, whether gained from the offeror's proposal, question and answer conferences, references, or any other source, in the evaluation process. Offeror acknowledges (1) that County will contact various persons who are familiar with Offeror's prior work and related matters, whether such persons are voluntarily disclosed to County in this proposal or not; (2) that truthful and complete information is necessary for the County to make an adequate evaluation; and (3) that Offeror will not take any action against the person who responds in good faith to a bona fide inquiry by the County for purposes of evaluating the proposals received by the County under this solicitation.

**ETHICS CERTIFICATE:** By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The County may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

**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.

**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.

**ILLEGAL IMMIGRATION:** By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (A) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (B) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

**INDEMNIFICATION:** Any term or condition is void to the extent it requires the County to indemnify anyone. The proposer agrees to indemnify and save harmless the County and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the County or failure of the County to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's submission.

**IRAN DIVESTMENT ACT - CERTIFICATION:** (A) The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the County to award a contract to you. (B) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (C) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

**LICENSES AND PERMITS:** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the agency, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

**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.

**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 containing 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.

**PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT:** The County of Clarendon requires all contractual activities to be following 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.

**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.*

**TERMINATION:** Subject to the conditions below, the contract may be terminated for any reason by the Procurement Office 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 Clarendon County without the required thirty (30) day's advance written notice, then Clarendon County may negotiate reasonable termination costs, if applicable.

**For Cause** - Termination by Clarendon County 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 solicitation shall apply.

### **SECTION III: SCOPE OF WORK:**

Clarendon County desires to retain a qualified firm to provide A&E services

The selected architect or engineer or design team's services will assess the existing condition of the CA. 1910 Manning Library and develop "bid ready" plans and specifications for stabilization and weatherization repairs specific to the roof, cellar door, front porch, cornice, and foundation vents.

### **SECTION IV: STATEMENT OF QUALIFICATIONS**

The selected architect, engineer, or team will provide a statement of qualifications with documentation of the most relevant professional experience in historic preservation projects involving historic buildings similar to the CA. 1910 Manning Library and will include all of the following:

1. Brief statement of professional history including the number of years of experience with projects related to historic preservation.
2. Brief description of a minimum of three (3) examples of projects similar to the proposed project with reference contact information for each.
3. Resumes of key personnel. The project manager must have a degree in Architecture and a South Carolina license to practice architecture or a degree in engineering and a South Carolina license to practice engineering. Graduate study in architectural or historic preservation, architectural history, or related fields, and professional experience working with historic buildings are also strongly encouraged.
4. Statement affirming compliance with the South Carolina Human Affairs Law and Title VI of the Civil rights Act of 1964, as amended, prohibiting discrimination on the basis of race, color, creed, sex, national origin, disability or age.
5. Statement affirming that that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

### **SECTION V: EVALUATION CRITERIA**

Each proposal will be evaluated based on the following:

- A. Professional Qualifications and Experience (60%)
- B. Approach and Work Plan (40%)

All qualifications received will be ranked according to the criteria. The County will invite contract negotiations with the highest ranked respondent.

**This Request for Qualifications is not an offer by the County to enter into a contract. The County will determine in its sole and absolute discretion whether to hire or not hire a professional in connection with this Request, or any other course of action. The County shall have no duty with respect to any respondent to this Request. The selected professional and the County will have no duty to one another until the mutual execution of a definitive contract between the professional and the County.**

**SECTION VI: REQUIRED VERIFICATION SOURCES**

**REFERENCES:** Who can verify work for similar project scope. Please indicate the services that you have five (5) years of documented experience. Please propose only the services that your company is qualified to offer.

<b>REFERENCES: Who can verify similar project scope.</b>		
ENTITY:	SERVICE PROVIDED:	PROJECT POINT OF CONTACT:
LOCATION/ADDRESS:		E-MAIL
ESTIMATED COMPLETE DATE:	PROJECT BUDGET SCOPE:	PHONE: ( )
ENTITY:	SERVICE PROVIDED:	PROJECT POINT OF CONTACT:
LOCATION/ADDRESS:		E-MAIL
ESTIMATED COMPLETE DATE:	PROJECT BUDGET SCOPE:	PHONE: ( )

**COMMITMENTS** - State all contracted commitments with other entities/companies.

<b>COMMITMENTS: State all contracted commitments with other entities/companies.</b>		
ENTITY:		PROJECT POINT OF CONTACT:
LOCATION/ADDRESS:		E-MAIL
PROJECT BUDGET SCOPE:	ESTIMATED COMPLETE DATE:	PHONE: ( )
ENTITY:		PROJECT POINT OF CONTACT:
LOCATION/ADDRESS:		E-MAIL

**SUBCONTRACTORS LIST**-All subcontractors must be listed below. Clarendon County reserves the right to approve all subcontractors, any subcontractor not listed herein must be approved with a written consent from Procurement Director. Please attach any additional numbered pages as required.

<b>SUBCONTRACTORS LIST, All Subcontractors in excess of 1/2 of 1% of total Offer must be listed.</b>		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		E-MAIL
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ( )
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		E-MAIL
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ( )
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		E-MAIL
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ( )