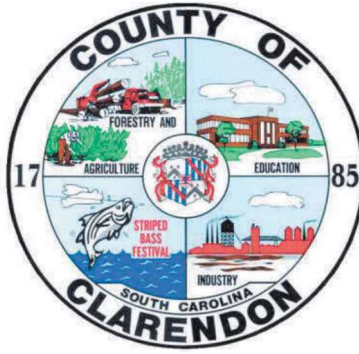




CLARENDON COUNTY
411 Sunset Drive
Manning, South Carolina 29102

REQUEST FOR PROPOSALS 2025 - 002 DESIGN/BUILD NEW SHERIFF'S JOINT TRAINING FACILITY
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PLANS AND SPECIFICATIONS – ATTACHED

- A. 2025 05-27 DRAWING AND SPECIFICATIONS**
- B. DETAIL – QPUBLIC.NET – MANHOLE LOCATION**



CLARENDON COUNTY PROJECT: RPF 2025-002 DESIGN/BUILD NEW SHERIFF'S JOINT TRAINING FACILITY, MANNING, SC 29102

Clarendon County is accepting PROPOSALS from qualified firms to **DESIGN/BUILD NEW SHERIFF'S JOINT TRAINING FACILITY, MANNING, SC 29102**

The Joint Training Facility will be approximately 1664 square feet. Successful Design/Build team must provide satisfactory evidence of appropriate licensure and the ability to furnish all services in accordance with applicable federal, state, and local regulations, as well as all terms and conditions outlined in the solicitation.

The scope of work will include but is not limited to all engineering and architectural services, permits, fees, personnel, supervision, labor, time, materials and equipment required to perform a **TURN KEY JOB** in accordance with all terms, conditions and specifications contained herein; and be inclusive of all required site work, electrical, plumbing, and HVAC . **Total project budget is under \$200,000.00.**

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 costs, and owners 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. Quality control measures that are currently in place.
3. Project manager and team experience
4. Price – provide detailed cost breakdown

OWNERS RIGHTS: No offer will be considered from any business owing taxes to Clarendon County. Clarendon County is an equal opportunity employer. Clarendon County reserves the right to accept or reject any, all or any part of responses received as a result of this request, to make multiple awards, to negotiate the option 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. All proposals submitted shall become the property of Clarendon County. 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.

RFP PACKAGE: Proposals are available online: <https://clarendoncountyprocurement.sc.gov/solicitations> and at: www.bidnetdirect.com//clarendoncounty

*******SIGNIFICANT DATES*******

DEADLINE FOR SUBMITTING QUESTIONS (in writing): 3:00 P.M., Friday, September 05, 2025
Submit all questions to: jhyde@clarendoncountygov.org

DEADLINE TO SUBMIT SEALED PROPOSALS:

Proposals shall be received by NLT 3:00 P.M., Friday, September 12, 2025.

SUBMIT TO: **Jeffrey A Hyde, CPPB, NIGP-CPP**
Clarendon County Procurement Director
3 South Church Street
Manning, SC 29102

	Clarendon County Procurement REQUEST FOR TECHNICAL AND PRICE PROPOSALS SUBMITTAL FORM	Solicitation Number & Project Name: Procurement Director	RFP 2025-02 DESIGN/BUILD NEW SHERIFF'S JOINT TRAINING FACILITY IN MANNING, SC 29102 Jeffrey A Hyde E-Mail jhyde@clarendoncountygov.org
	DESCRIPTION: RFP 2025-002 -DESIGN BUILD NEW SHERIFF'S TRAINING FACILITY IN MANNING, SC 29102 *****SIGNIFICANT DATES*****		

TECHNICAL QUESTIONS MUST BE RECEIVED IN WRITING BY: **3:00 P.M., Friday, September 05, 2025**
 SUBMIT OFFER: NO LATER THAN **3:00 P.M., Friday, September 12, 2025**
 Submit questions to: jhyde@clarendoncountygov.org

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

MAILING ADDRESS & PHYSICAL LOCATION:

CLARENDON COUNTY PROCUREMENT DEPARTMENT
3 South Church Street (Voter Registration and Elections Building)
MANNING, SC 29102

AWARD & AMENDMENTS	The award, this solicitation, and any amendments will be posted on the Clarendon County website http://procurement.clarendoncountygov.org/ . It is the Proposer's responsibility to verify if any amendments have been issued.		
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)	
AUTHORIZED SIGNATURE		☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ State of Incorporation ☐ Government entity (federal, state, or local) ☐ Other	
		☐ CERTIFICATE OF INSURANCE ENCLOSED ☐ DBE/MBE ☐ SC RESIDENT VENDOR ☐ SC CONTRACTOR	
(My signature indicates that I am authorized to submit a binding offer to enter contract on behalf of Offeror named above)		TAX PAYER ID	DUNS
TITLE (Business title of person signing above)		GC LICENSE #	
ACKNOWLEDGEMENT OF ADDENDUMS:			
☐ ADDENDUM #1 ☐ ADDENDUM #2 ☐ ADDENDUM #3 This solicitation is inclusive of: ☐			
PRINTED NAME (Printed name of person signing above)	DATE	A. 2025 05-27 Plans and Specifications B. Detail – qPublic.net – Manhole location	
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.			
OFFERORS 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 **DESIGN/BUILD NEW SHERIFF'S JOINT TRAINING FACILITY IN MANNING, SC 29102** 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. 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. My signature indicates that I have the authority to enter into an agreement with Clarendon County and will be responsible for the fulfillment of this solicitation. **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.**

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.

ACCEPTED BY: _____ PO# _____ DATE _____
 Jeffrey A Hyde, CPPB, NIGP-CPP
 PROCUREMENT DIRECTOR

SECTION I: GENERAL INFORMATION

The purpose of this request is to accept PROPOSALS from qualified firms to **DESIGN/BUILD NEW SHERIFF'S JOINT TRAINING FACILITY, MANNING, SC 29102**

Clarendon County desires to solicit and select ONLY experienced contractors who possess demonstrated experience in building public safety structures. In making this decision, Clarendon County will consider the established value, the scope, the complexity, and the professional nature of the services to be rendered. Should Clarendon County be unable to negotiate a satisfactory contract with the highest-ranking 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 Design-Build Team, in the same manner until an agreement is reached. Clarendon County stipulates that successful Offeror must preview project site and existing surroundings in order to respond to this request. Prior to responding, each contractor shall carefully examine the RFP documents, study and become thoroughly familiarized with the specifications and terms and conditions contained herein. Clarendon County assumes no responsibility for any claim that the contractor is not familiar with the project. A Pre-bid on-site meeting for this project has not been scheduled at this time.

This document will serve as the contract, by signing page 3 of this document, the 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 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.***

PROPOSAL BOND: Not required for this submission

PAYMENT & PERFORMANCE BONDS: The successful contractor shall be required to provide 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 Company shall submit invoices that include a detailed breakdown of all charges. The invoice shall be based upon completion of all tasks or deliverables and shall include progress reports. Please do not submit invoices to the Procurement Department.

Submit invoice to: **CLARENDON COUNTY FINANCE/ACCOUNTS PAYABLE**
411 SUNSET DRIVE
MANNING, SC 29102 or you may send via e-mail **AP@clarendoncountygov.org**

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 Company shall provide complete cooperation during any such investigation.

TAXES, PLEASE INCLUDE ALL APPLICABLE TAXES IN YOUR LUMP-SUM PROPOSAL.

Clarendon County pays SC Sales Taxes in the amount of 8%. However, the County is exempt from Federal Excise Taxes and will issue exemption certificates, if requested.

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. It is the Contractor's responsibility to verify that they have reviewed and acknowledge all addendums prior to submitting a response to the County.

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.

WORKERS COMPENSATION	Statutory
As required by the State of South Carolina.	
COMPREHENSIVE GENERAL LIABILITY	
Premises Operations	\$1,000,000 (per occurrence)
Single Limit	
Contractual Liability	
Independent Contractors	
Personal Injury	
Products - Completed Operations	
PROFESSIONAL LIABILITY	\$1,000,000/\$2,000,000 (per occurrence)
AUTOMOBILE LIABILITY	
All Owned, Non-Owned, and Hired	\$600,000 Combined (per occurrence or tort claim liability, whichever is greater)

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, 3 South Church St, 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.

INDEMNIFICATION: The contractor 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

LIQUIDATED DAMAGES: Liquidated damages of **\$200.00** per calendar day will be assessed for each calendar day that the Project is not complete after the established contract completion 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.

NO CONTACT POLICY:

To ensure fair consideration for all vendors, the County prohibits any type of communications to or with any department, employee, or County official during the solicitation process, except as provided in the solicitation. This includes any communications initiated by a vendor to any County Official or employee evaluating or considering the response, prior to the time an award decision has been made public.

Communications between the vendor and the County shall be initiated by the Procurement Department or the appropriate County representative in order to obtain necessary information or clarification needed to develop a proper and accurate evaluation of the response. Any communications initiated by a vendor concerning the submitted response shall be grounds for disqualifying the offending vendor from consideration for award of solicitation and/or any future solicitations.

OWNERS 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 Offerors, or to cancel in part in its entirety this RFP if it is in the best interest of the County to do so. 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 3 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 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.

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 ensure 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.

QUESTIONS: All questions pertaining to this solicitation shall be sent to the Procurement Department: jhyde@clarendoncountygov.org

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.

RESPONSIVENESS / IMPROPER OFFERS: (a) Propose as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. (b) If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly Differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. (c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost can not be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Director. (d) Price Reasonableness: Any offer may be rejected if the Procurement Director determines in writing that it is unreasonable as to price.

(e) Unbalanced Bidding. Clarendon County may reject an Offer as nonresponsive if the prices are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the County even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount.

RESTORATION OF PROPERTIES: The Contractor shall be responsible for assuring that all necessary precautions are taken for the protection of the public and all workers. All work shall be done in a safe manner and comply with all governing regulations concerning safety. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. All work being performed for and/or on Clarendon County property shall fully conform to all local, state, and Federal safety regulations, including OSHA.

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.

WARRANTY: Vendor hereby warrants that all products furnished and any/all installation shall conform to the manufacturer's recommendations and/or solicitation specifications. All items shall be free from defects in material, workmanship, and design for a minimum period of one (1) year from date of acceptance or the manufacturer's product(s) original warranty, whichever is longer. The County shall have the option to require the awarded Company to repair or replace defective products without any charge or any expense. Furthermore, shall reserve the right to reject any defective product(s) in their entirety and obtain a full refund or credit for any payment.

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.

WORKING HOURS: Successful contractor(s) activity associated with this contract shall be performed during normal business hours, 8:30 – 5:00, Mon-Fri. However, Clarendon County may approve extended work hours if it is deemed necessary for the timely completion of work for this contract. If storage is needed, the Contractor shall obtain the permission from Clarendon County regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule and in a manner satisfactory to the material manufacturer(s). Contractor shall be held responsible for any and all accidents caused by negligence from this source.

SECTION III: OFFEROR AND PROPOSAL SUBMISSION REQUIREMENTS:

Successful Offerors 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. Proposals shall be submitted in the following format:

1. Qualifications of Firm (0-30 points)

- a. **Summary of Qualifications:** Provide a cover letter with a description and history of the firm which summarizes experience in similar projects (reference resources, operations, planning, contract management)
- b. **Understanding of project scope, design strategies and technical execution.** The proposer shall have all proper licenses required to complete the project tasks.
- c. **Provide a minimum of three (3) references.** The references should demonstrate the company's work experience with similar projects and identify each reference with contact name, address, email address, and telephone number.

2 Technical Approach (0-15 points)

- a. **Project Approach:** Provide a short narrative description of your prior overall approach to completing the scope of work required by previous projects and this project.
- b. **Quality Control:** Briefly describe your approach and methods used to ensure that quality work is performed.

3 Project Management (0-15 points)

- 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. **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
- c. **Certifications:** Provide a list of certifications held by key personnel.

4 Pricing – Provide a detailed breakdown of the major building components (0-40 points)

AWARD CRITERIA: Technical Proposals will be evaluated, qualified and ranked. Proposals will be evaluated, qualified and ranked. After proposals are ranked, the "Price Proposal" will be opened and evaluated. The highest ranked proposal(s) may warrant an oral presentation. If applicable, you will receive an invitation to make an oral presentation. 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.

Technical 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, where 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.

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

- 2000 International Building Code
- All Clarendon County Codes and Regulations

The Contractor shall be solely responsible for the continuity of service and shall maintain a safe and satisfactory operating condition for the duration of this project. The Contractor shall exercise every precaution to avoid damage to property and shall take all necessary precautions to prevent damage and/or take necessary action in the event of damage during project work. It shall be the Contractor's responsibility to keep the site secure, neat, and clean during the duration of the contract. At no time shall the Contractor allow any piece, part, pile, pool, or other collection of material be left in such allocation that would pose a hazard to persons in the work area.

The contractor shall actively exclude unauthorized persons from the work area. Contractor (and all approved sub-contractors) shall be appropriately licensed for the work proposed. The successful contractor shall also be Responsible for obtaining any and all permits required. The contractor shall maintain all necessary insurance for any damages to material or persons, including employees.

All employees of the contractor 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 contractor shall supply competent and capable employees who shall have and wear proper identification. Whenever possible, the contractor shall use local sub-contractors to supplement the work force. The County reserves the right to require the contractor to remove an 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 contractor (and all sub-contractors) shall be appropriately licensed for the work proposed. The successful contractor shall also be responsible for obtaining any and all permits required.