



# County Of Georgetown, South Carolina

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129 Screven Street, Suite 239 · Georgetown, SC 29440-3641  
Post Office Box 421270, Georgetown, SC 29442-4200  
(843)545-3083 · Fax (843)545-3500 ·

## REQUEST FOR QUALIFICATIONS (RFQu)

RFQu NUMBER: 21-068

ISSUE DATE: Wednesday, December 29, 2021

**OPENING DATE: Wednesday, January 26, 2022**

**OPENING TIME: 3:00 PM (Eastern NIST)**

Bid Opening Location: Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

Pre-Bid Conference and/or Site Inspection: None

**PROCUREMENT FOR: Construction Manager at Risk (CMAR): New Georgetown County Detention Center**

All bids must be submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <http://www.georgetowncountysc.org/172/Purchasing> for instructions on how to submit bids electronically through this system. As always, emailed/faxed bids will not be accepted. Your bid must be submitted electronically through Georgetown County's Purchasing Vendor Registry page to ensure it remains sealed until the scheduled bid opening date and time.

**Any scheduled bid openings will still be opened at the designated date and time as listed in the bid document or related addendum. However, at the time of this bid issuance, these bid openings may be conducted virtually, in-person, or by a hybrid method (both virtually and in person). See the timeline on page 3 for location and method specified. As always, bid openings will be accompanied by at least one witness and bid tabulation results will be posted online for the public's viewing after the bid opening.**

**Purchasing Contacts: Nancy Silver**  
Phone 843-545-3076  
Fax: 843-545-3500  
E-mail: [nsilver@gtcounty.org](mailto:nsilver@gtcounty.org)

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that they submit their bids on or before, the date and time specified for the bid opening. No bid will be accepted thereafter. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.



# Intent to Respond

**REF: RFQu# 21-068, Construction Manager at Risk (CMAR): New Georgetown County Detention Center**

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at [www.gtcounty.org](http://www.gtcounty.org) select "Bid Opportunities" under Quick Links, then click on the "View Current Bid Solicitations" link.

Our firm **does** intend on responding to this solicitation.

Our firm **does not** intend on responding to this solicitation.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

How did you hear about this opportunity? \_\_\_\_\_

Reason if **not** responding: \_\_\_\_\_

**Please return this completed form to Nancy Silver, Purchasing Officer**

- by e-mail to [nsilver@gtcounty.org](mailto:nsilver@gtcounty.org)
- or by FAX to 843-545-3500.

[End of Intent to Respond]

**Time Line: Request for Qualifications #21-068**

<b>Item</b>	<b>Date</b>	<b>Time</b>	<b>Location*</b>
<b>Advertised Date of Issue:</b>	Wednesday, December 29, 2021	n/a	n/a
<b>Pre-Bid Conference/Site Inspection:</b>	None	n/a	n/a
<b>Deadline for Questions:</b>	Wednesday, January 12, 2022	3:00PM ET	n/a
<b>Bids Must be Received on/or Before:</b>	Wednesday, January 26, 2022	3:00PM ET	Electronic
<b>Bid Opening &amp; Tabulation:</b>	Wednesday, January 26, 2022	3:00PM ET	Hybrid
<b>Interviews/Presentations:</b>	Thursday, February 17, 2022	TBD	Sheriff's Office
<b>Council Approval (Tentative):</b>	Tuesday, March 8, 2022	5:30PM ET	Council Chambers

\*At the time of this posting, bid openings may be performed virtually, in-person, or by a hybrid method, see above location for method specified. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually. Vendors may also now attend the meeting in person at the Georgetown County Historic Courthouse, Purchasing Conference Room, 129 Screven St., Suite 239, 29440.

**RFQu #21-068**

**Construction Manager at Risk (CMAR): New Georgetown County Detention Center**

**Introduction & Background:**

Georgetown County, SC is soliciting qualifications statements for a Construction Manager at Risk (CMAR) for pre-construction, construction, and project closeout/warranty of a new detention center for Georgetown County. Currently, Georgetown County's aging jail facility has a rated capacity of 212 inmates and is often overcrowded with an inability to properly classify its inmate population. In 2016, a Detention Center Needs Assessment was conducted by RMF Engineering and resulted in a recommendation for a new facility to be constructed of approximately 326 beds with "core" areas sized for approximately 500 beds. The new detention center shall include but not be limited to the following: laundry, kitchen, intake and release, storage, maintenance room, courtroom, medical department, training room with a capacity of 200, a Public Defender's office, a Coroner's office and morgue. The new Detention Center facility will be built at a new location, to be determined, and the current Detention Center will be demolished by Others.

**Project Schedule:**

<u>Project Activity</u>	<u>Duration</u>
Schematic Design Phase	3 months
Design Development Phase	3 months
Construction Document Phase	4 months
Construction Bidding Phase	2 months
Construction	24 months
Project Close-out/Owner Occupancy	1 month
Warranty Period	12 months

**Scope of Work:**

The County is seeking qualifications statements for a licensed General Contractor to act as the Construction Manager at Risk (CMAR) on behalf of the County. The CMAR will work closely with the County and the County's architectural and engineering firm, currently Moseley Architects, herein referenced as the Design Team for the duration of the project and all phases of the work.

**A. Pre-Construction Services:**

1. Review current schematic budget project schedule and identify key project issues.

2. Develop Design Development cost estimate and project schedule; Reconcile from Schematic Phase to Design Development Phase.
3. Develop Construction Documents cost estimate and schedule; Reconcile from Design Development Phase to Construction Documents Phase.
4. Research different construction materials and report findings.
5. Regularly attend meetings with the County and Design Team prior to construction and consult with the County and the Design Team regarding site use, site improvements and selection of building materials, systems and equipment.
6. Develop a provisional and final Construction Project Management (CPM) schedule indicating methods and sequencing of procurement, permitting, construction and closeout of the project. Include time line requirements for sequences, milestones, dates for receipt and approval of design documents, receipt of regulatory approvals and permits, preparation and processing of shop drawings and samples, delivery schedule of materials or equipment requiring long-lead time procurement, project procurement schedule, and installation and construction completion. This includes the periodic updates of project schedule for Design Team's review and County approval.
7. Develop and implement procedures for schedule adherence.
8. Perform a constructability review of the design documents at each phase of design.
9. Provide detailed construction cost estimates, to achieve the Owner's budget.
10. Develop value-engineering options.
11. Conduct a MWBE outreach program to encourage participation by disadvantaged businesses to include up to three public forums.

## **B. Bidding Services**

Subject to final approval by the County in conjunction with the Design Team.

1. Subdivide the Work into bid packages that encourage bids from qualified local, minority, women, and disadvantaged contractors.
2. Identify and prequalify contractors for all bid packages in consultation with the County.
3. Develop requirements to assure time, cost and quality control during construction.
4. Provide a provisional construction project management (CPM) schedule for issuance with bid packages.
5. Schedule and conduct pre-bid conferences.
6. Advertise and distribute bidding documents.
7. Monitor bidder activity.
8. Publicly open, review and analyze bids.
9. Update Project schedule.
10. Upon receipt and review of the bids for all bid packages, develop a draft Guaranteed Maximum Price (GMP) document for the Project that includes:
  - a. The cost of the Work (the sum of bid amounts of the lowest responsible bidder for all bid packages)
  - b. The Construction Manager's Fee
  - c. The Construction Manager's General Conditions
  - d. The Construction Manager's Contingency
11. Reconcile schedule and cost with the County's pre-established budget and schedule.
12. Develop Final Guaranteed Maximum Price document for the Project.

## **C. Construction Services**

1. Maintain on-site staff for construction management.
2. Establish and maintain coordinating procedures.

3. Develop and maintain a detailed construction project management (CPM) schedule including delivery, approvals, inspection, testing, construction and occupancy.
4. Conduct and distribute minutes of job meetings.
5. Prepare and submit change order documentation for approval of the Design Team and County.
6. Maintain a system for review and approval of shop drawings, samples and product data.
7. Maintain records and submit bi-weekly reports and formal monthly reports to Design Team and County.
8. Maintain quality control and ensure conformity to plans.
9. Develop a system and provide cost control through progress payment review and verifications according to the approved schedule and contract amounts.
10. Develop and maintain as-built drawings for the duration of the Project.
11. Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training, regulatory approvals and County's final acceptance.
12. Coordinate and monitor the resolution of remaining "punch-list" items to the satisfaction of the County.
13. Coordinate Systems Commissioning activities.

#### **D. Project Closeout/Warranty**

1. Manage all furniture, furnishings and equipment deliveries and installation.
2. Submit record drawings for approval of the Design Team and the County.
3. Assist in transition to occupancy.
4. Receive record and address all warranty issues.
5. Resolve all warranty issues to the satisfaction of the County.

The County intends to enter into a contract with a licensed, qualified firm to provide consultation, value engineering, bidding of sub-contractor quotes for best value, construction, project management, and making sure the project is completed on time and within the budget allotted by Georgetown County. The CMAR shall be responsible for construction and oversight of the new Georgetown County Detention Center and proposed surrounding offices. The CMAR must ensure that all work passes all required inspections. The CMAR shall ensure that all work is completed professionally and work is completed to the County's satisfaction.

Upon receipt by the County, each submittal will become the property of the County, without compensation to the offeror, for disposition or usage by the County at its discretion. The County shall have the sole discretion in evaluating the qualifications of the offerors. The County reserves the right to reject any and all submittals and is not bound to accept any submittal if it is contrary to the best interest of the County. The particulars of any proposal will remain confidential until a contract is signed with the successful offeror.

#### **RFQu Submittal Requirements:**

##### General

The RFQu response must be complete, clear and concise, not to exceed seventy-five (75) 8½" x 11" pages and numbered at the bottom right hand corner of the page. The submittal shall use a minimum 12-point Times New Roman font. Mandatory Bid Submission Forms will not count towards the page limitation. All other pages will apply to the page limitation. Firms shall submit all of the items below as one pdf file labeled "21-068 Qualifications Submittal-Your Company Name". Qualifications statements shall be in the following order and shall include:

## 1. Cover Letter

Include a 1-2 page cover letter with the following items:

- a) Legal name and address of company
- b) Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each member. Joint projects must be included in the list of projects requested below.
- c) Name, title, email, address and telephone number of the person to contact concerning the submittal.
- d) If different from above, name, title, email, address and telephone number of the person(s) able to sign contracts & bind the RFQu submittal.
- e) Brief history of the firm to include current size/staff and years in business.
- f) Summarize key elements of your RFQu submittal.

## 2. Key Personnel

- a) Names and resumes of key personnel who will be assigned to this project. Indicate whether any proposed team member has detention, jail or prison experience, listing the project name and location, and role they played on each project.
- b) Submit a confirmation letter stating that project team members as proposed will be assigned to this project for its duration so long as they remain employed with the firm.
- c) Provide an organizational chart of the proposed team.
- d) List of teamed sub-consultants. Identify their expertise, location, and background.

## 3. Methodology

- a) Understanding of the scope of work and CMAR projects.
- b) Explain how your firm will provide professional construction services under the CMAR delivery method for this project. Explain your approach for value engineering, constructability issues, cost estimating and budget management, quality control, adherence to the project schedule, and tracking and reporting during all phases of the project. Explain your process for soliciting and selecting qualified sub-contractors.
- c) Provide a list of your firm's current project commitments, including the name, location, and time line for completion.

## 4. Experience

- a) Provide a list of projects completed within the past 10 years in which your firm was the CMAR.
  - i. List the name/description of the project, size, year completed, and the Owner's contact information.
  - ii. List key personnel directly responsible for each project.
  - iii. List the original budget amount and the final project cost at completion. Provide a detailed explanation if project cost exceeded GMP or estimated project cost.
  - iv. List the number and value of change orders.
  - v. List the original project timeline and the actual final timeline. Provide a detailed explanation if project completion date was beyond the original completion date.
  - vi. List any warranty period work that was needed and why.
- b) Provide letters of reference (minimum of 5).

5. Local & DBE Experience

- a) Provide a list of detention center projects your firm has completed and or is in the process of completing, and any done in South Carolina.
  - i. List the name/description of the project, size, year completed, and the Owner's contact information.
  - ii. List key personnel directly responsible for each project.
  - iii. List the original budget amount and the final project cost at completion. Provide a detailed explanation if project cost exceeded GMP or estimated project cost.
  - iv. List the number and value of change orders.
  - v. List the original project timeline and the actual final timeline. Provide a detailed explanation if project completion date was beyond the original completion date.
  - vi. List any warranty period work that was needed and why.
- b) Explain how you will encourage and recruit Minority, Women, and other disadvantaged businesses to participate in this project. What goal would you propose for this project and why? List past projects involving DBE participants, what the goal was, and what the actual percentage (%) achieved was. Describe what strategies were used to make these projects successful. What documentation and procedures are you using to confirm certification of these businesses?
- c) The County has a local vendor preference. How will your firm maximize the use of local trade contractors and suppliers?

6. Litigation & Financial Strength

- d) List and explain fully any current or past litigation your firm and/or your key sub-consultants have experienced within the last ten years.
- e) List any incidents whether they resulted in litigation or not where your firm was suspended or terminated from a contract.
- f) Explain in detail any projects/contracts that were started by your firm but not completed by your firm.
- g) Financial Stability. Attach a letter from a surety company licensed to do business in the State of South Carolina, with letter addressed to Georgetown County, verifying your firm's capacity to provide adequate performance and payment bonds for this project.
- h) Insurance. Provide your limit of excess liability umbrella coverage.

7. Questionnaire:

Respondents are required to provide responses to the following questions. Each question is to be listed in italics, followed by the response in normal type style.

- 1. What are five major issues to be addressed in the development of a detention facility?*
- 2. Provide an overview of your team's philosophy in the construction of a major public building.*
- 3. Describe how environmental friendly and energy efficient features were incorporated past similar projects listed in your response.*
- 4. Describe the team's approach to maintenance considerations during the design and construction phases of a project.*

5. Explain the firm's procedures for document quality control and coordination of the various trades in the review of design documents and specifications. Also, explain the same coordination of trades in the GMP Development and Construction Phase.

6. Describe procedures you use to review and consider product substitutions.

7. Describe how the team would provide cost management services on this project using the CM at Risk delivery method. How would you reconcile differences between your cost estimates and those prepared by the Design Team? Provide the cost model format used on one of the four similar completed projects listed in your response.

8. Explain the management tools, techniques and procedures the firm uses to monitor and maintain the construction phase schedule.

9. Describe your approach to the collaboration with the County and the Design Team relative to project design and materials/systems research that will assure the functional, aesthetic, and quality requirements are satisfactorily addressed for this project.

10. How do you manage the time and quality aspects of the process of reviewing and approving subcontractor submittals, clarification requests, issuance of bulletin drawings, development of cost proposals, identification and justification of change orders, payment requests, commissioning, final inspections and assembly of the project close-out documents?

11. How do you manage project close out in a manner that quickly provides for occupancy with minimal punch list items and warranty issues?

12. Describe your team's commitment to the success of this project and why you believe your assembled team is the best choice for this project.

13. Describe your value engineering process.

14. Describe how responsibilities as a CM at Risk differ from responsibilities as a General Contractor.

8. **Additional Information**

Include any other information that might help the County to evaluate your firm's ability to execute this project successfully.

9. **Mandatory Forms (Excluded from page limitation)**

- a) Non-collusion Affidavit
- b) Resident Certification for Local Preference
- c) Mandatory Bid Submittal Form
- d) Exceptions Page
- e) Addendum Acknowledgment for any Addendum received.

**Selection Process and Schedule:**

The evaluation committee shall review all responses and evaluate in detail those offerors whose qualifications and services appear to best meet the requirements of the County. After the evaluation process, the selection team shall shortlist candidates and conduct presentations/interviews with the highest ranked offerors. Proposers shall be prepared to travel to Georgetown County for interviews.



The County shall negotiate with the highest ranked offeror. If negotiations are not deemed satisfactory with the highest ranked offeror, negotiations may be performed with the second highest ranked offeror, and so on and so forth until an acceptable negotiation can be made. Once a final determination has been made, a notice of intent to award letter will be mailed out to all respondents. The County of Georgetown is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

**Weighted Criteria:**

It is the intention of the evaluation committee to select the consultant most capable of providing the necessary services. The following criteria will be used during the evaluation and selection process.

1. Key Personnel: Experience and qualifications of key personnel.....20 pts.
2. Methodology: Understanding of CMAR delivery method. Ability to successfully complete the expected scope of work on time and within budget.....20 pts
3. Experience: Experience and successful completion of past projects and detention/jail facilities projects.....20 pts.
4. Local & DBE Experience: Firm’s knowledge and demonstrated experience working within South Carolina. Past success with and current plan for maximizing local, minority, women, and other disadvantaged business participation in this project. Firm’s physical office location will also be a factor in this weighting.....15 pts.
5. Litigation & Financial Strength: Past litigation and firm’s financial stability.....10 pts.
6. Questionnaire..... 15 pts.

The successful firm will be expected to sign a CMAR Contract with the County of Georgetown. The successful firm shall execute and return the contract documents and the required Certificate of Insurance to the County within fifteen (15) days after receipt of written notice of formal award. The County reserves the right to include additional terms and provisions, as negotiated.

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**Instructions for Providers  
RFQu #21-068**

**Construction Manager at Risk (CMAR): New Georgetown County Detention Center**

**These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.**

**1. Submission of Questions**

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline on page three (3) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. **SEND QUESTIONS TO:**

Nancy Silver, Purchasing Officer  
Post Office Box 421270, Georgetown, SC 29442-4200  
Fax: (843) 545-3500  
Email: [nsilver@gtcounty.org](mailto:nsilver@gtcounty.org)

Sealed bids to provide **Construction Manager at Risk (CMAR): New Georgetown County Detention Center** shall be received electronically through the County’s Vendor Registry webpage until the cut-off time shown in the bid timeline on page three (3) of this document. Bids will then be promptly opened at the designated time by the Buyer. Bids that are not received prior to the stated opening date and time will be considered **NON RESPONSIVE**. An official authorized to bind the offer must sign all bids submitted.

**2. Incident Weather/Closure of County Courthouse**

Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but may be limited to the public. Bid openings at the time of this issuance are being conducted virtually or hybrid and may occur from an alternate secure and/or remote location as needed. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually.

3. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

**4. NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

5. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.
6. Definitions:
  - a) The terms “Proposer”, “Offeror”, “Vendor” or “Bidder” refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term “Contractor” refers to the successful Bidder.
  - b) The term “Service” refers to the **complete set of services** as specified in this document, in every aspect.
  - c) The terms “Owner” and “County” refer to the County of Georgetown, South Carolina.
  - d) Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
  - e) Where the words “should”, “may”, or “is desirable” are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.
7. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror’s mistake is clearly an error that will cause him substantial loss.

  - a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
  - b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County’s requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.
8. **Faxed or E-mailed bids will not be accepted by Georgetown County.**
9. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.
10. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be

denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcountry.org/about/faqs.html>.

11. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
12. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
13. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
14. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
15. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
16. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.
17. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
18. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex,

national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

19. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
20. Federally Funded Construction Contracts Over \$2,000:
  - a) Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at:  
[https://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=-relevance&wdType=dba&page=1&date\\_filter\\_index=0&inactive\\_filter\\_values=false](https://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=-relevance&wdType=dba&page=1&date_filter_index=0&inactive_filter_values=false).
  - b) Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - c) Copeland “Anti-Kickback” Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.
21. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

22. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The contractor certifies that the vendor(s) will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

23. Certification of Non-Segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

24. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

25. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at [www.georgetowncountysc.org](http://www.georgetowncountysc.org), select “Bid Opportunities” from the Quick Links box, then “View Current Bid Solicitations”. It is each proposer’s responsibility to verify that all addenda have been received and acknowledged.

26. This Request for Qualifications covers the estimated requirements to provide Construction Manager at Risk (CMAR): New Georgetown County Detention Center for the Georgetown County Sheriff’s Office. The purpose is to establish a CMAR agreement for this project.

27. Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit  
\$1,000,000 Products & Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Each Occurrence Limit  
\$50,000 Fire Damage Limit  
\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit  
\$1,000,000 Each Occurrence Limit  
\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. Professional Liability (a/k/a Errors and Omissions)

Minimum limits are \$1,000,000 per occurrence.

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.



8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

#### 28. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

<http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#emp1>

29. **Builders' Risk Insurance**. Contractor shall provide and maintain, during the progress of the work and until execution of the Certificate of Contract Completion, a Builder's Risk Insurance policy to cover all work in the course of construction including false work, temporary buildings, scaffolding, and materials used in the construction process (including materials designated for the project but stored off site or in transit). The coverage shall equal the total completed value of the work and shall provide recovery at replacement cost.

- a) Such insurance shall be on a special cause of loss form, providing coverage on an open perils basis insuring against the direct physical loss of or damage to covered property, including but not limited to theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, collapse, water damage, and testing/startup.
- b) Coverage shall include coverage for "soft costs" (costs other than replacement of building materials) including, but not limited to, the reasonable extra costs of the architect/engineer and reasonable Contractor extension or acceleration costs. This coverage shall also include the reasonable extra costs of expediting temporary and permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and the extra cost of express or other means for rapidly transporting materials and supplies necessary to the repair or replacement.



- c) The policy shall specifically permit and allow for partial occupancy by the owner prior to execution of the final Certification of Contract Completion, and coverage shall remain in effect until all punch list items are completed.
- d) The Builder's Risk deductible may not exceed \$5,000. The Contractor or subcontractor experiencing any loss claimed under the Builder's Risk policy shall be responsible for that loss up to the amount of the deductible.
- e) If Contractor is involved solely in the installation of material and equipment and not in new building construction, the Contractor shall provide an Installation Floater policy in lieu of a Builder's Risk policy. The policy must comply with the provisions of this paragraph.

30. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

31. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

32. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

33. Invoicing and Payment

The Contractor shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days 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. All invoices shall be forwarded to the following address:

County of Georgetown  
Accounts Payable, Finance Dept.  
P.O. Box 421270  
Georgetown, SC 29442-4200

An IRS W-9 form must be on file with the Purchasing Office before any payment will be issued.

South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.

34. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

35. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required sixty (60) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

c. Non-Appropriation:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

36. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law.

37. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

38. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

39. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

40. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

41. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following, unless otherwise stated in the bid document:

(a) The ability, capacity and skill of the bidder to perform the contract.

- (b) Whether the bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

42. Notice of Award

A *Notice of Intent to Award* will be mailed to all respondents.

43. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

44. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

45. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

46. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building and Planning web page at the link below:

<http://www.georgetowncountysc.org/building/default.html>

47. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

48. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select “Bid Opportunities” from the Quick Links box, then “View Current Bid Solicitations”, click on the “Expired” tab and double click the link under the individual bid listing.

49. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

50. Any attempt by the vendor to influence the opinion of the Evaluation Committee, County Staff, or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor’s submittal to be declared null and void.

51. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

52. Response Clarification

Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

53. Georgetown County, SC has a Local Vendor Preference Option by ordinance. See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.

54. Retainage, in the amount of ten percent (10%) of the value of construction costs incurred for the project, shall be withheld until the project has been completed to the satisfaction of Owner.

55. Vendor Checklist

The items indicated below must be returned as a part of the Bid Submission package:

- RFQu Proposal Submittal [75 page maximum] plus the following Mandatory Bid Submittal Forms

Mandatory Forms (Excluded from page limitation)

- Non-collusion Affidavit
- Resident Certification for Local Preference
- Mandatory Bid Submittal Form
- Exceptions Page
- Addendum Acknowledgment for any Addendum received.

The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured and a signed IRS Form W-9. This must be on file with the Purchasing

Department prior to any services being performed and must be on file within fifteen (15) days of written notification of award.

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**FORM OF NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER / BIDDER  
(Mandatory Bid Submittal Form)**

**NON-COLLUSION OATH** \_\_\_\_\_ )

**COUNTY OF:** \_\_\_\_\_ )

**STATE OF:** \_\_\_\_\_ )

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared \_\_\_\_\_ and made oath that the Offeror Herein, his agents, servants, and/or employees, to the best of his knowledge and belief have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, not have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

**SWORN TO BEFORE ME THIS**

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

\_\_\_\_\_  
Authorized Signature of Offeror

**NOTARY PUBLIC FOR THE**

**STATE OF:** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

(Note: Notary signature required for all. Notary seal required for out-of-state offeror.)



## RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE

### MANDATORY BID SUBMISSION FORM

WHEREAS, Georgetown County Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the County through its established procurement procedures.

THEREFOR pursuant to Georgetown County, SC Ordinance #20-32, §2-50 Local Preference, the Georgetown County Purchasing Officer requests each offeror provide Residence Certification. The Local Preference Option provides some restrictions on the awarding of governmental contracts; provisions of which are stated below:

#### **Sec 2-50. Local Preference**

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is greater than \$30,000; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by Section 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts: (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract; (b) Contracts for professional services except as provided for in section five (§5) above; (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference; (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

- (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract;
- (b) Contracts for professional services except as provided for in section five (§5) above;
- (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
- (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
- (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

I certify that [Company Name] \_\_\_\_\_ is a **Resident Bidder** of Georgetown County as defined in Ordinance #20-32, (see §1. above) and our local place of business within Georgetown County is: \_\_\_\_\_

I certify that [Company Name] \_\_\_\_\_ is a **Non-Resident Bidder** of Georgetown County as defined in Ordinance #20-32, and our principal place of business is \_\_\_\_\_ [City and State].

\_\_\_\_\_  
Signature of Company Officer





# MANDATORY BID SUBMITTAL FORM

## RFQu #21-068

### Construction Manager at Risk (CMAR): New Georgetown County Detention Center

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered; (4) they have read the complete Request for Bid and understand and accept all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

1. Name of Company submitting qualifications: \_\_\_\_\_

2. Contact Address: \_\_\_\_\_  
\_\_\_\_\_

3. Contact Person: \_\_\_\_\_

4. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

5. E-Mail address \_\_\_\_\_

6. Submitter's Remittance Address: \_\_\_\_\_  
\_\_\_\_\_

7. A/R Accounting Contact \_\_\_\_\_

8. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

9. E-Mail address \_\_\_\_\_

10. Five (5) Customer References for projects of similar size and scope of services:

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	

E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	

Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

11. Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

12. If the bid is accepted, the required Contract must be executed within fifteen (15) days after receipt of written notice of formal award of Contract.

13. Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

Yes       No

14. Acceptance of Invitation for Bid Content: The contents of the successful IFB/RPS are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

15. RENEWAL OF CONTRACT

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Georgetown County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

16. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

Yes       No

17. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor’s submittal to be declared null and void.

18. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 21-068 were received.

19. MINORITY PARTICIPATION      [INFORMATION ONLY]

(a) Is the bidder a South Carolina Certified Minority Business?

Yes       No

(b) Is the bidder a Minority Business certified by another governmental entity?

Yes       No

If so, please list the certifying governmental entity: \_\_\_\_\_

(c) Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

Yes       No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_%

(d) Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

Yes       No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?  
\_\_\_\_\_%

(e) If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

20. **ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) 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. [07-7B097-1]

21. **INFORMATION ONLY:**

- Our company accepts VISA government procurement cards.  
If yes, list any upcharge for P-Card Payment? \_\_\_\_\_
- Our company does not accept VISA government procurement cards.

22. Printed Name of person binding bid \_\_\_\_\_

23. Signature (X) \_\_\_\_\_

24. Date \_\_\_\_\_

**NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Thank you.**



# **EXCEPTIONS PAGE**

## **MANDATORY BID SUBMISSION FORM**

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".