



Chester County, South Carolina

# REQUEST FOR PROPOSAL

Solicitation: **RFP 2021-05**  
Description: **SITE / CIVIL CONSTRUCTION**  
Using Governmental Unit:  
Procurement Officer: **Susan M. Cok**  
Issue Date: **Thursday, April 22, 2021**

**MANDATORY PRE-BID MEETING:** **Tuesday, May 4, 2021 at 12:00 PM**  
**North Chester Fire Station**  
**2555 Center Road, Chester SC 29706**

**CLOSING DATE AND TIME:** **Tuesday, May 11, 2021 at 2:00 PM**

**SUBMITTAL LOCATION:** Chester County Complex, Conference Room  
1476 J.A. Cochran Bypass, Chester SC 29706

|   |  |
|---|--|
| <b>Return Proposal To:</b><br>Chester County<br>Office of Purchasing<br>PO Drawer 580<br>Chester, SC 29706<br>Phone: (803) 581-2829 | <b>Express / Hand Carry To:</b><br>Chester County<br>Office of Purchasing<br>1476 J.A. Cochran Bypass<br>Chester, SC 29706 |
|---|--|

**\*\*\* Solicitation Number and Opening Time must be shown on outside of sealed envelope \*\*\***

**NUMBER OF COPIES TO BE SUBMITTED:** *1 (One) bound original and 1 (one) pdf digital format on USB flash drive.*

**PROCUREMENT FOR: NORTH CHESTER FIRE STATION SITE/CIVIL CONSTRUCTION**

The above solicitation number shall be shown on the front of the sealed envelope in which this proposal response is submitted. Chester County assumes no responsibility for unmarked envelopes being considered for award. Only one (1) proposal per envelope. Authorized company representative is required to sign in ink below on this page in the space provided. Any proposal not signed will be automatically rejected. It is requested that completed proposals be either typewritten or handwritten in black ink only. Facsimiles are not acceptable. If County offices are closed due to inclement weather, the proposal response shall be opened at the same scheduled hour on the 3rd working day (excluding County observed holidays) after the scheduled proposal opening date. Subject to the conditions, provisions and enclosed information, sealed proposals will be received at this office until the stated date and time.

*Susan M. Cok*

Susan M. Cok  
Director of Contracts and Procurement

In compliance with the request for proposal, and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items proposed.

|                      |  |            |       |                 |          |
|----------------------|--|------------|-------|-----------------|----------|
| AUTHORIZED SIGNATURE |  | PRINT NAME |       | DATE            |          |
| COMPANY NAME         |  |            | PHONE |                 | FAX      |
| MAILING ADDRESS      |  |            |       | STATE           | ZIP CODE |
| EMAIL ADDRESS        |  |            |       | FEDERAL TAX NO. |          |

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## **I. SCOPE OF SOLICITATION**

It is the intent of the County of Chester South Carolina, Purchasing Department to solicit proposals for the North Chester Fire Station Site/Civil Construction in accordance with all requirements stated herein.

## **II. INSTRUCTIONS TO OFFERORS**

### **A. GENERAL INSTRUCTIONS**

#### **1.0 DEFINITIONS**

**1.01** Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions see the terms and conditions below.

- (1) AMENDMENT – means a document issued to supplement the original solicitation document.
- (2) COUNTY – means the County of Chester South Carolina.
- (3) BUYER – means the Procurement Officer.
- (4) COVER PAGE – means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the cover page.
- (5) OFFER – means the bid or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”
- (6) OFFEROR – means the single entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal as Offer to Contract.”
- (7) PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.
- (8) YOU and YOUR – means Offeror.
- (9) SOLICITATION – means this document, including all its parts, attachments, and any Amendments.
- (10) USING GOVERNMENTAL UNIT – means the Using Governmental Unit(s) identified on the Cover Page.
- (11) SUBCONTRACTOR – means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

#### **2.0 COMPETITION**

**2.01** This solicitation is intended to promote competition. If any language, specifications, items 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 vendor to notify the Purchasing Office in writing within seven (7) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

#### **3.0 COUNTY AS PROCUREMENT AGENT**

**3.01** Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, The County Council Chairman, County Manager or the Contracts and Procurement Director are the only government officials authorized to bind the government with regard to this procurement. Purchasing Liability, the Procurement Officer is an employee of the County acting in behalf of the Using County Unit(s) pursuant to the County Procurement Code. Any contracts awarded as a result of this procurement are between the contractor and the Using County Unit(s). The Procurement Office is not a party to such contracts, unless and to the extent that the procurement office is a using county unit, and bears no liability for any party’s losses arising out of relating in any way to the contract.

#### **4.0 ADMENDMENTS TO SOLICITATION**

**4.01** The solicitation may be amended at any time prior to opening. Bidders shall acknowledge receipt of

any amendment to this solicitation by signing and returning the amendment, by letter, or by submitting a bid that indicates in some way that the bidder received the amendment.

## **5.0 PROPOSAL AS OFFER TO CONTRACT**

**5.01** By submitting your Proposal, you are offering to enter into a contract with the County. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity: "joint bids" are not allowed.

## **6.0 DUTY TO INQUIRE**

**6.01** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the County's attention.

## **7.0 QUESTIONS FROM OFFERORS**

**7.01** Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than twelve (12) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. The County seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

## **8.0 RESTRICTIONS APPLICABLE TO OFFERORS**

**8.01** By submitting an Offer, you agree not to discuss this procurement activity in any way with any Using Governmental Unit or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Officer.

## **9.00 PROPRIETARY/CONFIDENTIAL INFORMATION**

**9.01** 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.

**9.02** 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.

**9.03** Marking your entire proposal confidential/proprietary is not in conformance with the South Carolina freedom of information act.

## **10.0 DO NOT OMIT TAXES FROM PROPOSAL**

**10.01** Do not omit any taxes in your price the County may be required to pay. Enter as separate Line item.

## **11.0 SIGNING YOUR OFFER**

**11.01** Every Offer must be signed by an individual with actual authority to bind the Offer.

**11.02** If the Offeror is an individual, the offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.

**11.03** If the Offeror is a partnership, the Offer must be submitted in the partnership names, followed by the words "by its Partner," and signed by a general partner.

**11.04** If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.

**11.05** An Offer may be submitted by a joint venture involving any combination of individuals, partnerships or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs 11.02 through 11.04 above for each type of participant.

**11.06** If an Offer is signed by an agent, other than as stated in subparagraphs 11.02 through 11.05 above the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

## **12.0 DEADLINE FOR SUBMISSION OF OFFER**

**12.01** Any offer received after the procurement officer of the County or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the county mail room which services the purchasing office prior to bid opening.

## **13.00 SUBMITTING YOUR OFFER OR MODIFICATIONS**

**13.01** Offers and offer modifications shall be submitted in sealed envelopes or packages:

- (1) Addressed to the office specified in the Solicitation.
- (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the offeror.

**13.02** Each Offeror must submit the number of copies indicated on the Cover Page.

**13.03** Offerors using commercial carrier service shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs 13.01.(1) and 13.01.(2) of this provision when delivered to the office specified in the Solicitation.

**13.04** Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

*Any proposals received after the scheduled deadline, will be immediately disqualified. The county assumes no*

*responsibility for delivery of proposals, which are mailed.*

*All mail is picked up from the us postal service once daily around 9:30 am (excluding week-ends and holidays).*

#### **14.0 PUBLIC OPENING**

**14.01** Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last amendment, whichever is applicable. Proposals received one minute after the designated time will be considered late and will be rejected. Proposals will be opened at that time.

#### **15.0 RESPONSIVENESS / IMPROPER OFFERS**

**15.01** Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

**15.02** Multiple Offers. Offers may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. While multiple Offers may be submitted, each must be submitted separately. If this solicitation is A Request for Proposal, each separate Offer must include a separate price proposal.

**15.03** Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. 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 to the County cannot be determined. Offerors will not be given an opportunity to correct any material non-conformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [§11-35-1520 (13)]

**15.04** Unbalanced Bidding. The County may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid 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 to allowing an advance payment.

#### **16.0 AWARD**

**16.01** The award of the project is conditional not only upon the proposal but also upon the qualifications of the offeror and the offer's ability to complete the project within the time frame. It is the intent of the County to award these projects to the most responsive, responsible Offeror. Considering budget restraints, it is possible that sufficient funds may not be available for all projects. Therefore, the County reserves the right to negotiate with the most responsive offeror, and award as many projects as possible. The award can be made to one or a multiple of vendors, whichever is in the best interest of the County, or unless otherwise stated on bidder's schedule. All ties will be resolved by the flip of a coin.

#### **17.0 AWARD NOTIFICATION**

**17.01** Notice regarding the County's intent to award a contract will be posted in the County Purchasing Office. The date and location of posting will be announced at opening. A bidder that requires a copy of the award notification must supply a self-addressed, stamped envelope.

#### **18.0 PROTESTS**

**18.01** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest in writing within fifteen (15) days of the date of issue of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of contract shall protest within fifteen (15) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the Contracts and Procurement Director, and shall set forth the grounds of the

protest and the relief requested with enough particularity to give notice of the issues to be decided §11-35-4210] Direct all correspondence to Director Contracts and Procurement, P. O. Drawer 580, Chester, South Carolina, 29706.

**B. SPECIAL INSTRUCTIONS**

**1.0 PRE-PROPOSAL CONFERENCE – MANDATORY, See Project Notice - Page 1.**

**2.00 SUBMISSIONS OF QUESTIONS**

**2.01 Primary Contact for Questions Regarding This Solicitation**

Please respond, in writing, no later than **May 6, 2021 at 2 PM**, with any questions you have regarding this Solicitation. Written responses should be directed to:

**Marc Brun**  
**Project Manager**  
**Brun DMC**  
**PO Box 987, Harrisburg, NC 28075**  
**Phone: 704-773-0051                      Email: marc@brundmc.com**

**3.0 ADDITIONAL INFORMATION INQUIRIES**

**3.01** All other inquiries concerning this RFP should be directed to:

**Susan M. Cok, Director of Contracts and Procurement**  
**Office of Purchasing**  
**P.O. Drawer 580**  
**Chester, S.C., 29706**  
**(803) 581-2829 Fax (803) 581-3527**

**III. ADMINISTRATIVE RULES FOR THE BID**

**1.00 TERMINOLOGY**

**1.01** The terminology used and the organization of the RFP is not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the offeror in these situations.

**2.00 AMENDMENTS**

**2.01** All amendments to and interpretations of this solicitation shall be in writing. Chester County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing offeror responses. All contacts that an offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of the County and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing responses.

**3.00 DISCUSSIONS/NEGOTIATIONS**

**3.01** By submission of a proposal, offeror agrees that during the period following issuance of the RFP and prior to final award of contract, offeror shall not discuss this procurement with any party except the Director of Contracts and Procurement or other parties that may be designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using agency/department, any aspects of the procurement without prior approval of the Director of Contracts and Procurement.

**4.0 PREPARATION OF PROPOSAL**

#### **4.01 PROPOSAL FORMAT**

Your proposal should be in the following order:

- (1) Name and contact information of person responsible for the proposal
- (2) Proposal
- (3) Compensation (in a separate sealed envelope)

**4.02** All proposals should be complete and carefully worded and should convey all of the information requested by Chester County. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, Chester County and Chester County alone will be the judge as to whether that variance is significant enough to reject the proposal.

**4.03** Proposals should be prepared simply and economically, providing a straightforward, concise description of offerors capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

**4.04** Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

**4.05** If your proposal includes any comment over and above the specific information requested in our Request for Proposal, you are to include this information as a separate appendix to your proposal.

**4.06** Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP document, including any attachments and amendments, and the successful offeror's signed proposal. In the event of a conflict between the two documents, the RFP will govern.

#### **5.00 CORRECTIONS MADE BY OFFEROR**

**5.01** Offerors are cautioned not to obliterate, erase, or strike over any printed material as set forth in this Request for Proposal. In quoting prices, wherever Offeror has made an error and has corrected, any and all such corrections should be initialed by the person signing the proposal. Failure to comply with this provision may result in rejection of the proposal. All documents submitted must be legible.

#### **6.00 COUNTY RESPONSIBILITY TO PROPOSAL**

**6.01** This Solicitation does not commit Chester County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the County to do so. If the proposal fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

#### **7.00 OFFERERS RESPONSIBILITIES**

**7.01** Each Offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal. Should an Offeror find discrepancies, ambiguities, or omissions in proposal documents, or should the Offeror be in doubt as to their meaning, Offeror shall at once request written clarification from the Director of Contracts and Procurement. The person submitting the Proposal shall be responsible for its prompt delivery. Any interpretation or clarification of the proposal documents will be made in writing to all persons.

**7.02** Before submitting a proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this proposal. Failure to make such investigations and examinations shall not relieve the successful Offeror from the obligation to comply, in every detail, with all provisions and requirements of the request



for proposal.

**7.03** No proposal will be considered from any firm or individual that has failed to perform acceptably on any other contract with the County.

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

## **8.00 WITHDRAWAL OF PROPOSALS**

**8.01** A 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 Director of Contracts and Procurement, 140 Main Street, Chester, SC 29706. When received, said proposal surety, if applicable, will be returned to the Offeror unopened. Notification of withdrawal is the sole responsibility of the Offeror.

## **9.00 MINIMUM QUALIFICATIONS**

**9.01** The County reserves the right to determine whether Offerors have the minimum qualifications to complete the project. The determination by the County concerning Offeror qualifications shall be final.

## **10.00 REJECTION OF OFFERS**

**10.01** More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Any or all proposals will be rejected if there is reason to believe that collusion exists among the Offerors and no participants in such collusion will be considered in future proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected.

## **11.00 NOTIFICATION OF INTENT OR STATEMENT OF AWARD**

**11.01** In order to receive a copy of the Notification of Intent to Award or Statement of Award you must enclose a self-addressed stamped envelope. Notification will not automatically be provided.

## **12.00 UNSUCCESSFUL OFFERORS**

**12.01** Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of return items will be paid by the offeror. If Federal Express, UPS, or other shipping number is not received, all materials will be destroyed.

## **13.00 RIGHT TO PROTEST**

**13.01** Any prospective offeror or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Director of Contracts and Procurement within fifteen (15) days of the date of issuance of the Requests for Proposals 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 Director of Contracts and Procurement within fifteen (15) days of the notification of intent to award or statement of award.

### **III. TERMS AND CONDITIONS**

#### **1.0 AFFIRMATIVE ACTION**

**1.01** 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 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.

#### **2.0 ASSIGNMENT**

**2.01** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Chester County Purchasing Office.

#### **3.0 CONTRACT ADMENDMENTS**

**3.01** Amendments to any contract between the agency and the contractor must be reviewed and approved by the Chester County Purchasing Office.

#### **4.00 COMPLIANCE WITH LAWS**

**4.01.1** The Contractor shall keep fully informed of all existing and future State and Federal Laws and Municipal Ordinances and Regulations in any manner affecting those engaged or employed in the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications for this work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report same to the Director of Contracts and Procurement, in writing. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and Decree's; and he shall protect and indemnify the County, its officers and agents, against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree whether by themselves or their employees.

#### **5.00 FORCE MAJEURE**

**5.01** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

#### **6.00 INDEMNIFICATION**

**6.01** The Contractor and any of its Subcontractors shall indemnify, defend, hold harmless and reimburse the County, its agents, officers and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever, relating to or arising out of any action or failure to act, by the Contractor, its subcontractors, officers, agents and employees, or relating to or arising out of the performance or failure to perform by the Contractor, its subcontractors, officers, agents and employees of any of the obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, a taking, whether direct or indirect (inverse), loss of use and/or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs and attorney's fees for an appeal.

#### **7.00 LEGAL OR CONSULTANT SERVICES**

**7.01** If this contract is for legal services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of South Carolina as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which requires completion of all services. The Provision shall further require that in the event all services are not fully rendered as provided for in the contract, any Monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve (12) percent penalty".

**8.00 PAYMENT FOR GOODS & SERVICES**

**8.01** Payment for goods and services received by the County will be processed in accordance with Section 11-35-45 of the South Carolina Procurement Code.

**9.00 PRIME CONTRACTOR RESPONSIBILITY**

**9.01** The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The County will consider the contractor to be the sole point of contact with regard to contractual matters.

**10.00 RECORDS RETENTION & RIGHT TO AUDIT**

**10.01** The County shall have the right to audit the books and records of the contractor as they pertain to this contract, both independent of and pursuant to, S.C. Code Section 11-3220. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the contract or. The County may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the County. Pertaining to all audits, contractor shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes a no cost to the County.

**11.00 SC LAW CLAUSE**

**11.01** Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, County of Chester, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

**11.02** The County shall promptly notify the Contractor of any civil or criminal actions filed against it or of any notice of violation from any federal or state agency or of any claim as soon as practical. The Contractor upon receipt of such notice shall have the right at its election to defend any and all actions or suits or join in the defense. Nothing herein shall be construed to prevent the County from defending its own interest.

**12.00 SUBCONTRACTING**

**12.01** If any part of the work covered by the RFP is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the County. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

**13.00 TERMINATION**

**13.01** *For Cause:* In the event of material breach by Contractor, County shall give written notice specifying

the material breach. County would regard any deviation from the requirements of the contract that was neither trivial nor innocent as being material. Such deviations are evaluated on an instance-by-instance basis but any deviation, which impairs the utilization or value of the property to the County, would be regarded by the County as a material breach. Upon receipt of such notice, if Contractor has not begun correction of the material breach within two (2) days or has not substantially corrected the material breach within ten (10) days of receipt of written notice, County shall have the right to terminate unilaterally and immediately services hereunder without further notice. County reserves the right to purchase any and all services or other items thereafter in the open market, charging the Contractor with any additional costs. Should such charge be assessed, no subsequent bids or proposals of the defaulting contractor will be considered until the assessed charge has been satisfied. Additionally, the County shall have a similar right of rescission in any instance where contractor provides or seeks to provide any services for a price higher than that specified herein, without regard to cause, including governmental regulatory intervention and insistence. In the event of rescission, revocation or termination, all documents and other materials in the possession of County or scheduled for delivery to County relating to performance hereunder shall become the property of County. County's failure to exercise their rights to terminate under this provision shall not be construed as a waiver of their rights to terminate, rescind or revoke the services herein in the event of any subsequent breach.

**13.02** *Non-Appropriation:* If the Chester County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the contract, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County.

#### **14.00 OFFEROR RESPONSIBILITY**

**14.01** The Contractor shall provide all of the proposed work and services as finally agreed upon and accepted by the County of Chester. Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

#### **15.00 OWNERSHIP OF MATERIAL**

**15.01** All Proposals submitted in response to this document become the property of the County of Chester. 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.

#### **16.00 SOUTH CAROLINA SALES TAX**

**16.01** By submission of a signed bid/proposal, you are certifying, under penalties of perjury, that you comply with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County your compliance.

#### **17.00 PROHIBITION OF GRATUITIES**

**17.01** Section 8-13-420 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 judgment as a public official or public employee, or such public official solicits or accepts such compensation to influence his action, vote or judgment shall be subject to the punishment as provided by Sections 16-9-210 and 16-9-220. "Gratuities in any form are strictly prohibited.

#### **IV. SCOPE OF WORK/SPECIFICATIONS**

##### **1.00 SCOPE OF WORK**

Contractor licensed in the State of South Carolina to perform the site/ civil construction for North Chester Fire Station per the Construction Documents by Bloc Design. Drawings and Specifications as developed by Bloc Design shall become the part of the contract for the awarded bidding party.

#### **V. CALENDAR OF EVENTS**

|   |                |
|---|----------------|
| Issue RFP                                     | April 22, 2021 |
| Pre-Submittal Conference                      | May 4, 2021    |
| Deadline - Written Questions / Clarifications | May 6, 2021    |
| Deadline - Submission of Proposal             | May 11, 2021   |
| Evaluate Proposals / Selection                | May 12, 2021   |
| Present to Council                            | May 17, 2021   |
| Award of Contract                             | May 18, 2021   |
| Notice to Proceed                             | May 19, 2021   |
| Project Completion                            | TBD            |

**VI. EXHIBIT A - NON-COLLUSION AFFIDAVIT**

STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

\_\_\_\_\_, deposes and says that:  
(Name of Offeror)

1. He/She is the \_\_\_\_\_ of the Offeror that has submitted the attached proposal;  
(Title)
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Offeror nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm or person to submit a collusive sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposal in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal price of any other Offeror or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of CHESTER or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Witnessed by me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name

**VII. EXHIBIT B - CERTIFICATE OF FAMILIARITY**

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid 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 bid and certify that I am authorized to sign this bid. ***By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.*** I further certify that this bid is good for a period of ninety (90) days, unless otherwise stated.

\_\_\_\_\_  
Company Name (as registered with IRS)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

## **VIII. EXHIBIT C - REQUEST FOR WRITTEN RESPONSE TO QUESTIONS**

All requests for information / clarifications shall be emailed to:

Marc Brun  
Project Manager  
Brun DMC  
PO Box 987, Harrisburg, NC 28075  
Phone: 704-773-0051                      Email: marc@brundmc.com

Include the following in the email:

Subject: N Chester Fire Station, RFP 2021-05

Information request - Please refer to page and paragraph number wherever possible.

Offeror contact name  
Telephone number  
Email address



**IX. EXHIBIT D - "NO RESPONSE" RESPONSE FORM**

SOLICITATION NUMBER: RFP 2021-05

PROCUREMENT: North Chester Fire Station Site/Civil Construction

To submit a **"No Response"** for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list. **In order to ensure that the County file has current information, or if you wish to be added to Chester County's Vendor Listing. You must also return the Certificate of Familiarity form completed in its entirety.**

Note: Please show the solicitation number on the outside of the envelope.

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Please check statement(s) applicable to your **"No Response"** --

- Specifications are restrictive, i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

COMMENTS:

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\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_/\_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
Email

**X. EXHIBIT E – BID FORM**

1.01 TO Chester County Government (Owner)  
1476 JA Cochran Bypass  
Chester, South Carolina 29706

1.02 FOR **North Chester Fire Station**  
**2555 Center Road**  
**Chester, South Carolina 29706**

1.03 DATE \_\_\_\_\_ (*Bidder to enter date*)

1.04 SUBMITTED BY (*Bidder to enter name and address*)

A. Bidder's Full Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

1.05 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architect and their Consultants for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

\_\_\_\_\_ dollars

(\$ \_\_\_\_\_), in lawful money of the United States of America.

B. We have included the required security Bid Bond as required by the Instruction to Bidders.

C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

1. The cost of the required performance assurance bonds is \_\_\_\_\_ dollars

(\$ \_\_\_\_\_), in lawful money of the United States of America.

D. All applicable federal taxes are included and State of South Carolina taxes are included in the Bid Sum

1.06 PORTIONS OF THE WORK

| Description              | Bid Sum (\$) |
|--------------------------|--------------|
| Site/ Civil Construction | \$           |

1.07 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.

2. Furnish the required bonds within seven days of receipt of Notice of Award.

3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.08 CONTRACT TIME

A. If this Bid is accepted, we will complete the work within \_\_\_\_\_ calendar days.  
(Bidder to enter number of days)

1.09 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
  - 1. 15 percent overhead and profit on the net cost of our own Work;
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 7.5% of the overhead and profit percentage noted above.

1.10 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

|             |  |        |  |
|-------------|--|--------|--|
| Addendum #: |  | Dated: |  |
| Addendum #: |  | Dated: |  |

1.11 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission and are considered an integral part of this Bid:
  - 1. Bid Bond
  - 2. Performance and Payment Bond
  - 2. Chester County Request for Proposal Page 1: Offer Agreement Form
  - 3. Chester County Request for Proposal Exhibit A: Non-Collusion Affidavit
  - 4. Chester County Request for Proposal Exhibit **B**: Certificate of Familiarity

1.12 BID FORM SIGNATURE(S)

SUBMITTED on \_\_\_\_\_  
(Date)

By: \_\_\_\_\_ (SEAL)  
(Bidder – print full name of your firm)

\_\_\_\_\_  
(Name/ Title of Person Authorized to Sign)

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

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

Contractor's License No.: \_\_\_\_\_

1.13 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.