



County of Georgetown, South Carolina

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

REQUEST FOR PROPOSALS (RFP)

BID NUMBER: 16-020

ISSUE DATE: Friday, February 26, 2016

OPENING DATE: Wednesday, March 30, 2016 **OPENING TIME: 3:00 PM (Eastern NIST)**
Bid Opening Location: Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

Pre-Bid Conference/Site Inspection: MANDATORY Thursday, Mar 17, 2016 at 11:00AM ET (Pg 7-8)

PROCUREMENT FOR: **Corporate Aircraft Hangar at Georgetown County, SC Airport (KGGE):
Design/Build**

Commodity Code(s): 90606, 90610, 96812

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at the location and time stated herein and will be publicly opened and read.

MAILING ADDRESS:

County of Georgetown
Post Office Drawer 421270
Georgetown SC 29442-4200
Attn: Purchasing

STREET ADDRESS:

Georgetown County Courthouse
129 Screven Street, Suite 239
Georgetown SC 29440-3641
Attn: Purchasing

IMPORTANT OFFEROR NOTES:

- 1) Bid Number & Title must be shown on the **OUTSIDE** of the delivery package.
- 2) Federal Express does **not** guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on **Primary Overnight** Service.
- 3) **United Parcel Service (UPS)** **does** guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day "Early AM" Service.
- 4) You must register a contact name, company name, fax and/or e-mail with the Purchasing Office as below to ensure your name will be added to the contact list for future amendments and addenda.

Purchasing Contacts:

Nancy Silver
Phone (843)545-3076
Fax: (843)545-3500
E-mail: nsilver@gtcounty.org

Kyle Prufer
(843)545-3082
(843)545-3500
kprufer@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 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.



Intent to Respond

REF: Bid #16-020, Corporate Aircraft Hangar at Georgetown County Airport, Design/Build

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.georgetowncountysc.org select "purchasing" and "current bids".

- 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: _____

Please return this completed form to Nancy Silver, Senior Buyer

- by e-mail to purch@gtcounty.org
- or by FAX to (843)545-3500.

[End of Intent to Respond]

Time Line: Request for Proposal #16-020

Item	Date	Time	Location*
Advertised Date of Issue:	Friday, February 26, 2016	n/a	n/a
Pre-Bid Conference: (Pg 8)	MANDATORY, Mar 17, 2016	11:00AM ET	KGGE Airport Site
Deadline for Questions:	Wed., March 23, 2016	3:00PM ET	Suite 239
Bids Must be Received on/or Before:	Wed., March 30, 2016	3:00PM ET	Suite 239
Public Bid Opening & Tabulation:	Wed., March 30, 2016	3:00PM ET	Suite 239

*All locations in the Old County Courthouse, 129 Screven Street, Georgetown, SC unless otherwise stated.

Bid #16-020

Corporate Aircraft Hangar at Georgetown County, SC Airport (KGGE): Design/Build

The Georgetown County, SC Public Services Department, Airports Division, is soliciting sealed, public proposal responses for a contractor to provide the design/build of a corporate aircraft hangar at the Georgetown County, SC Airport (KGGE), Airport Road (off US-17 South a/k/a South Fraser Street), Georgetown, SC 29440. In this document, which is a Request for Proposal, the terms “Request for Proposal (RFP)” and “Bid” may be used interchangeably.

1.0 GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR QUALIFICATIONS AND INTEREST

1.1 RFP Process:

This will be a 2-phase process for the selection of a design-build firm. Offerors are to submit written proposals which present the offeror’s qualifications and understanding of the work performed. The offeror’s proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and the Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. To assist in the evaluation process, offerors should limit their response to **24 typed pages, exclusive of charts, dividers and other kinds of attachments.**

1. Phase 1 – Written proposals to be reviewed and offeror’s ranked based on the selection procedure noted in 5.2.

2. Phase 2 – Negotiations, beginning with the highest ranked offeror.

1.2 In accordance with the Georgetown County Procurement Code,(#2000-39). Phase 1 of this process is a qualification based selection process and no costing or other financial information is to be submitted in response to this RFP during Phase 1.

2.0 PROJECT DESCRIPTION AND BACKGROUND

2.1 The County of Georgetown, SC seeks proposals from qualified firms to provide design-build services for the design and construction of a new aircraft “corporate/executive” hangar, to be located at the Georgetown County, SC Airport (KGGE), Airport Road (off US-17 South a/k/a South Fraser Street), Georgetown, SC 29440.

Details of the hangar are:

2.11 Exterior aircraft storage hangar dimensions are approximately 100 feet wide by 120 feet deep. The ceiling height has not been specified but the maximum building height per County zoning is 35’.

- 2.13 The front hangar door should have a **minimum** opening width of at least 90 feet and full span if cost effective with a minimum height of 22 feet. However, please see alternate bid item #1 regarding hangar door height.
- 2.14 The owner would prefer the front aircraft hangar door to be an insulated self-supporting door, such as that of the brand "Higher Power".
- 2.15 The hanger should use LED lights and clear reflector lights. There should also be timers installed for all lights. Light should also include high bay lights. The owner would also like opaque window side skylights be added.
- 2.16 The hangar bay will have duplex outlets in a quantity sufficient to satisfy codes for the building use.
- 2.17 The hangar is to be built with 6 inch insulation in the roof and 4 inch insulation on the side walls. The personnel doors should also be insulated.
- 2.18 Exterior walls and roof are to be pre-finished metal, to match the color of existing T-hangars. However, please see alternate bid item #2 regarding roof. The owner would also like air vents in the roof.
- 2.19 The hangar building will also have one personnel door in the back at the northwest corner and one personnel door on the side located in the southeast area.
- 2.20 There will be one 10' X 12', chain operated, overhead garage door located in the center of the back wall in the north area.
- 2.21 Total size of the proposed hangar is approximately 12,000 square feet and therefore would not require fire sprinklers to be included in this proposal. The interior is to be free of any support and/or columns. The new hanger site location is shown on the site plan in Appendix B.
- 2.22 The contractor will provide an adequate number of fire extinguishers for electrical and fuel fires to meet local and State Fire Codes.
- 2.23 The hangar must comply with all state and local building codes, including a 130-mph wind load.
- 2.24 The contractor is to conduct a geotechnical soil boring analysis prior to hangar design
- 2.25 The contractor will be responsible for any and all site preparation work including stump removal, and the establishment of an appropriate foundation and concrete hangar floor to include sealing. The concrete floor will be at least a steel reinforced, 6" monolithic poured floor using 3000 PSI concrete, or as otherwise dictated to meet the requirements of FAA circular AC 150-5320-6D. A 28 day PSI test will be conducted to verify the completed floor. Expansion or Control joints will be included as per design.
- 2.26 Completed Hangar floor must be at same elevation as Taxiway A (located on airport LOP)
- 2.27 Electrical power will be provided to the Hangar by underground conduit. The electrical conduiting and wiring of the building will be installed by the contractor and will terminate at a meter junction box at mutually agreed location on the exterior of the building for connection by others.
- 2.28 The hanger door shall have mounted above two (2) high output metal halide flood fixtures for general area lighting of the apron immediately in front of the hangar, located at such height as not to cause cockpit glare.
- 2.29 Each offeror will determine the necessary number of 20 amp circuits to power lights and duplex outlets.
- 2.30 The contractor will be responsible for all regulatory permitting, Federal State and Local, including storm water. Contractor shall comply with Georgetown County Stormwater Regulations and SW design manual requirements.
- 2.31 The contractor will be responsible for any third party inspections as required by Chapter 17 of the International Building Code.
- 2.32 The contractor will be responsible for disposal of any and all removed, unused and surplus materials and any fees and transportation costs associated with the disposal.
- 2.33 Contractor to provide seeding and mulching.
- 2.34 **Alternate Bid Item #1:** The owner would like to compare the costs of a front hangar door height of 24 feet versus the 22 feet mentioned above. The design/build team should include this as an alternate item in their proposal.
- 2.35 **Alternate Bid Item #2:** The owner would like to consider a standing seam roof instead of a metal roof. The design/build team should include this as an alternate item in their proposal.
- 2.36 The contractor must be familiar with and follow all FAA regulations including but not limited to AC

150/5370-2C Operational Safety on Airports during Construction and Guide to Ground Operations on the Airport. AC 150/5380 -5B Debris Hazards at Civil Airports and procedures regarding construction on an active airport.

- 2.37 **Alternate Bid Item #3** -will include the construction of a separate stand-alone structure on the South side of the completed hangar that would contain suitable office space and restrooms for hangar occupants.
- 2.371 Incorporate one (1) single occupant unisex restroom with “on-demand” hot water.
- 2.372 Incorporate one (1) combination office/lounge area space.
- 2.38 The scope of services for the Aircraft Hangar is intended to provide a complete and useable facility for the County of Georgetown which can be put into operation immediately after acceptance by the County.
- 2.39 The scope of services includes all aspects of design and construction, including but not limited to the following:
- (A) Project Orientation & Program
- i) Meet with County and Airport officials to gain a detailed understanding of the project requirements and general parameters under which the project will be designed and constructed.
 - ii) Based on discussions in the initial meeting(s), formulate Conceptual Design for review and approval.
 - iii) Prepare project budget and cash flow projections.
 - iv) Develop project schedule using CPM subject to owner’s approval.
 - v) Prepare and submit to Owner a Schedule of Values.
- (B) Design Development and Construction Documents
- i) Soil borings and logs will be conducted by successful bidder.
 - ii) Prepare complete Construction Documents.
 - iii) Coordinate construction plans with the County’s Department Public Services.
 - iv) Obtain all federal, state and local construction permits as may be required.
 - v) Comply with all applicable State and Federal Fire codes
- (C) Construction / Construction Administration
- i) Complete construction in conformance with approved Construction Drawings and permit drawings.
 - ii) Administer weekly progress meetings and prepare and distribute minutes of the meetings.
 - iii) Prepare and submit pay applications on a monthly basis.
 - iv) Schedule any special inspections as required by County ordinances.
 - v) Arrange for required County code inspections
 - vi) Perform testing and of all building systems.
 - vii) Compile, review and submit project closeout documentation, including as-built drawings.
 - viii) Storm water specifications will be subject to approval by the Georgetown County Engineer.

3.0 FEE STRUCTURE AND BUDGET

- 3.1 It is anticipated that the final contract will be based on a Guaranteed Maximum Price (GMP). The budget for this project is \$650,000.

4.0 COUNTY RESPONSIBILITIES

- 4.1 Provide to the successful offeror all information in possession of the County which relates to the County’s requirements for the project or which is relevant to the project.

5.0 SPECIFIC TERMS AND CONDITIONS OF THE REQUEST FOR QUALIFICATIONS AND INTEREST

5.1 EVALUATION CRITERIA

- 5.11 The following criteria will be used in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and potential negotiations. Individual criteria will be assigned varying

weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting in their qualifications.

- 5.12. Demonstration of the offeror's overall ability to perform design-build services. Include a list of client references for whom design-build projects for similar scope of services and size have been performed, who could attest to the quality of the work including timeliness, diligence, and ability to meet budget and schedule. Include contact persons names, addresses, and telephone numbers.
- A) Composition of design-build team, This section should clearly state the firms comprising the design-build team, contractual arrangements between-among the members of the team (if any), and a listing of all disciplines available within the design-build team as well as those which will be subcontracted to others. Include resumes of all key individuals of the firm and subcontractors who would, in all probability, be involved in the project. Resumes should adequately describe educational backgrounds, work experience, areas of expertise, and specific experience with design and/or construction of similar kinds of facilities.
 - B) Team experience. This section should include a listing of the projects the proposed team has completed working together as a team. Do not include projects that members of the team worked on with other principal team partners (lead designer and constructor).
 - C). Managerial Capabilities:
 - i) Ability to manage several projects simultaneously. Include present and projected workload.
 - ii) Firm's approach to the project. This section may include conceptual drawings of the proposed site plan and conceptual elevations and floor plans of the proposed facility, but they are not required.
 - iii) Demonstrated systematic approach to quality assurance and interdisciplinary coordination methodologies throughout all phases of the project.

- 5.13 The following criteria and weights will be used to evaluate and rank offerors in accordance with the criteria established in Section 5.1.1, above.

PHASE I, considered for all offerors:

- Composition of design-build team 15 pts
- Team Experience 10 pts
- Previous Experience on similar projects 10 pts
- Key personnel with similar project experience 10 pts
- Firm's approach to the project 15 pts
- Reference, quality/performance record from previous work 10 pts
- Financial and organizational stability 5 pts
- Claims history, litigation experience over previous 5 years 5 pts
- Adequate and complete response to requested information 5 pts

PHASE II, to be provided on request from top ranked offerors:

- Design and Construction Cost Estimate 15 pts

5.2 SELECTION PROCEDURE:

- 5.21 An evaluation team composed of County staff shall review and evaluate all responses to the RFP and rank order them in accordance with the criteria established in Section 5.1.1, above.
- 5.22 The evaluation team will then engage in individual discussions with up to a maximum of five offerors based upon the selection criteria for Phase 1. Each of the offerors deemed to be best qualified will be requested to make a formal presentation to the evaluation team. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the

evaluation team may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing. At the conclusion of discussion, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the evaluation team shall select in order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, a recommendation will be made to the County Council to award a design/build contract to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the evaluation team determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

5.3 REFERENCES

5.31 References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

5.4 BASIS FOR AWARD

5.41 Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the County, shall be utilized in the final award.

5.5 CONSTRUCTION TIMELINE WITH MILESTONES

5.51 Each offeror must include within their proposal a timeline outlining major milestones in the construction and permitting process. The offeror must be prepared to be bound by his timeline proposal as part of the contract agreement defining liquidated damages as shown in §5.28 below.

5.6 FURTHER INFORMATION

5.61 Questions which may arise as a result of this Request for Proposal should be directed to Nancy Silver, Senior Buyer, in writing by FAX to (843)545-3500, or by e-mail to nsilver@gtcounty.org

5.7 BID SECURITY

5.71 The successful offeror must provide a Performance Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%) of the contract amount, within fifteen (15) days the after receipt of written notice of formal award of the Contract. Pricing for such Performance Bond should be indicated separately on the Vendor Bid Submission Form.

5.72 The successful offeror must provide a Payment and Material Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%) of the contract amount, within fifteen (15) days after receipt of written notice of formal award of Contract.

5.8 MANDATORY PRE-BID CONFERENCE AND SITE INSPECTION:

There will be a mandatory pre-bid conference and site inspection beginning promptly at 11:00AM EST

on Thursday, March 17, 2016 at the Terminal Building of the Georgetown County Airport (KGGE) located at 129 Airport Road, Georgetown, SC 29440. It is located off of US Highway 17 (a/k/a/ South Fraser Street). Only those offerors present and registered in attendance will be qualified to submit a proposal to the County. The meeting will begin promptly and there will be no late attendees permitted entrance.



5.9 LIQUIDATED DAMAGES-CONSTRUCTION

- 5.91 If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the County in the amount of \$500.00 for each calendar day of delay until the work is completed or accepted.
- 5.92 Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

APPENDIX A – EXTRACTS FROM THE GEORGETOWN COUNTY PROCUREMENT CODE

Sec. 2-51. Competitive sealed proposals.

1. Conditions For Use. When the Purchasing Officer determines that the use of competitive sealed bidding is either not practical or not advantageous to Georgetown County, a contract may be entered into by competitive sealed proposals. An award shall be made to the offeror whose proposal is considered to be most advantageous to the county.
2. Notice. A minimum of fourteen (14) days notice of the request for proposals shall be given at a reasonable time prior to the date set forth therein for the opening of bids. Such notice shall include publication in a newspaper of general circulation.
3. Prior to soliciting proposals, the procuring department/director, acting through the authorized Procurement Officer, may issue a request for qualifications from prospective bidders. Such request shall contain at a minimum a description of the goods or services to be solicited by the request for proposals, the general scope of the work, the deadline for submission of information, and how prospective bidders may apply for consideration. The request shall require information concerning the prospective bidders' product specifications, qualifications, experience, and ability to perform the requirements of the contract. Adequate public notice of the request for proposal shall be given.
4. After receipt of the responses to the request for proposal from prospective bidders, the prospective bidders shall be ranked from most qualified to least qualified on the basis of the information provided. Bids shall then be solicited from at least the top two prospective bidders by means of an invitation for bids. The failure of a prospective bidder to be selected to receive the invitation for bids shall not be grounds for protest. An award shall be made to the offeror whose proposal is considered to be most advantageous to Georgetown County.
5. Development of Request For Proposal (RFP): The RFP should contain a cover letter of transmittal to prospective offerors and the following enclosures as appropriate: Description of scope of work or services, project objectives, schedule, qualification criteria, evaluation of proposed criteria, price cost considerations, proposal format, conditions and provisions.
6. Receipt of Proposals: Proposals shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the request for proposals. Only the names of the offerors shall be disclosed at the proposal opening. Contents of the proposals shall not be disclosed during the negotiation process. Proposals shall be open for public inspection after contract award, except that proprietary or confidential information in any proposal that is clearly marked "confidential" by the offeror shall not be disclosed without written consent of the offeror.
7. Request for Qualifications: Prior to soliciting proposals, the Purchasing Officer may issue a request for qualifications from prospective offerors. Such request shall contain at a minimum a description of the goods or services to be solicited by the request for proposals and the general scope of the work and shall state the deadline for submission of information and how prospective offerors may apply for consideration. The request shall require information only on their qualifications, experience, and ability to perform the requirements of the contract.
8. Receipt of Responses. After receipt of the responses to the request for qualifications from prospective offerors, the perspective offerors shall be ranked from most qualified to least qualified on the basis of the information provided. Proposals shall then be solicited from at least the top two prospective offerors by means of a request for proposals. The failure of a prospective offeror to be selected to receive the request for proposals shall not be grounds for protest.
9. Interviews with Interested Firms. Following receipt of information from all interested persons and firms, the selection committee shall hold interviews with at least five (5) persons or firms who have responded to the solicitation and who are deemed most qualified on the basis of information available prior to the interviews. A list of firms selected for interview shall be sent to all firms that submitted information in response to the advertisement, prior to the date selected for the interviews. If less than five (5) persons or firms have responded to the advertisement, the committee shall hold interviews with those that did respond. The selection committee's determination as to which will be interview shall be in writing and shall be based on its review and evaluation of all submitted materials. The written report of the committee shall specifically list the names of all persons and firms

that responded to the advertisement and enumerate the reasons of the committee for selecting those to be interviewed. The purpose of the interviews shall be to provide such further information as may be required by the selection committee to fully acquaint itself with the relative qualifications of each firm.

10. Evaluation Factors: The request for proposals shall state the relative importance of price and each other evaluation factor but shall not require numerical weighting of each factor. The evaluation factors shall be examined with respect to each proposal in determining which proposal is most advantageous to Georgetown County. There are no restrictions on the kind or number of evaluation factors that may be used, as long as they are stated in the request for proposals and relate to the purpose of the procurement.

- (a) Specialized experience or technical expertise of the firm and its personnel in connection with the type of services to be provided and complexity of the project.
- (b) Past record performance on contracts with Georgetown County and other clients, including quality of work, timeliness and cost control.
- (c) Demonstrated ability to meet time and budget requirements.
- (d) Location
- (e) Capability of firm to perform the work within time limitations, taking into consideration the current and planned workload of the firm, and
- (f) Familiarity of the firm with the type of problems applicable to the project.
- (g) An evaluation panel of at least three (3) members will be appointed by County Administrator to formally conduct the evaluation of each response.
- (h) In assigning relative importance of these criteria, price may not be the primary factor.

11. Discussion with Offerors: As provided in the request for proposals, discussions may be conducted with apparent responsive offerors for the purpose of clarification to assure full understanding of the requirements of the request for proposals. All offerors whose proposals need clarification shall be afforded such an opportunity.

12. Selection and Ranking: Proposals shall be evaluated using, but not limited to, the criteria stated in the request for proposals and there must be adherence to any weightings that have been previously assigned. Once evaluation is complete, all responsive offerors shall be ranked from most advantageous to least advantageous.

13. Notice of Selection and Ranking. When it is determined by the committee that the ranking is final, written notification shall be sent to all firms interviewed

14. Negotiations. Whether price was an evaluation factor or not, the procuring department may in its sole discretion and not subject to challenge through a protest, proceed in any of the manners indicated below:

- (a) Negotiate price with the highest ranked offeror. If a satisfactory price cannot be agreed upon, price negotiations may be conducted, in the sole discretion of the procuring department, with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the procuring department in its sole discretion; or
- (b) Negotiate with the highest-ranking offeror on matters affecting the scope of the contract, so long as the overall nature and intent of the contract is not changed. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiation may be conducted, in the sole discretion of the procuring department, with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the procuring agency in its sole discretion; or
- (c) During the negotiation process as outlined in subsections (a) and (b) above, if an agency is unsuccessful in its first round of negotiations, it may reopen negotiations with any offeror with whom it previously negotiated.

- (d) If, after following the procedures, a contract is not able to be negotiated, the scope of the request for proposals may be changed in an effort to reduce the cost to a fair and reasonable amount, and all responsive offerors must be allowed to submit their best and final offers.

In conducting negotiations, there must be no disclosure of any confidential information derived from proposals and negotiations submitted by competing offerors.

- 15. Award: Award shall be made to the responsive offeror whose proposal is determined to be the most advantageous to Georgetown County, taking into consideration price and the other evaluation factors set forth in the request for proposals. No other factors or criteria may be used in evaluation and there must be adherence to any weighing specified for each factor in the request for proposals. If the County Council or its designee should determine that none of the proposals are advantageous to Georgetown County, the County shall have the absolute right to reject any and all proposals. The contract file shall contain the basis on which the award is made and be sufficient.

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APPENDIX B





**Instructions for Multi-Step RFP
Bid #16-020**

Corporate Aircraft Hangar at Georgetown County Airport, Design/Build

1. Written sealed, competitive and responsible offers for to provide a **Corporate Aircraft Hangar at Georgetown County Airport, Design/Build** Proposal shall be received in the Purchasing Office, Second Floor, Suite, 239, 129 Screven Street, Georgetown, SC until the cut-off time shown in the bid timeline on page (2) of this document. Bids will then be publicly and promptly opened at the designated time by the Purchasing Officer. Offers that are not in the Purchasing Officer's possession prior to the stated opening date and time will be considered **NON RESPONSIVE** and returned unopened. An official authorized to bind the offer must sign all proposals submitted.
2. Six (6) copies (one (1) unbound, reproducible original and (5) photocopies) of responses must be submitted in a sealed envelope and clearly marked as follows:

**OFFEROR'S NAME
BID ITEM NAME
BID NUMBER**
3. No offeror may submit more than one response.
4. Faxed or E-mailed responses will not be accepted by Georgetown County.
5. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible
6. Any deviations from the specifications or modification of this RFP 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 RFP price resulting from such change shall be included in writing.
7. The offeror 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 offer.
8. The County reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in part such bid or bids as may be deemed in the best interest of the County. Georgetown County reserves the right to reject any bid submitted, at sole option that the vendor may not be able to meet the service requirements of the bid.
9. 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 race, color, religion, sex, national origin or physical handicap.
10. Georgetown County has a 2% local vendor preference by ordinance. See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.
11. Offerors 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.

12. 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 offerors are encouraged to respond and their offers are solicited.

13. RFP's must include the completed attached Vendor Bid Submittal form to be considered.

14. Deadline For Questions

It shall be the vendor's responsibility to contact the Purchasing Department with questions regarding this solicitation, **in writing**, no later than the date indicated in the Bid Timeline on page -2- of this document. Inquiries received after this date and time will not be considered. Verbal questions are not permitted.

Written questions may be faxed or e-mailed to:

Nancy Silver, Senior Buyer
Fax: (843) 545-3076
e-mail: nsilver@gtcounty.org

15. 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

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.

17. 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.

18. Right To Audit

Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor.

19. 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.

20. Method of Payment

Upon acceptance of services, the contractor shall submit an invoice, detailing the appropriate charges.

Upon receipt of invoice and upon final inspection and acceptance, the County will render payment within thirty (30) days. Invoices shall be submitted to:

County of Georgetown
Accounts Payable
P.O. Box 421270
Georgetown, SC 29442-1270

Individual offerors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the submittal form.

21. Assignment of Contract

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

22. Termination

Subject to the provisions below, the contract may be terminated by the County upon thirty (30) 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 thirty (30) 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 thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

23. 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.

24. Applicable Laws

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

25. 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 resolved through binding arbitration, with the arbitration held in Georgetown, SC and the law to be applied that of South Carolina.

26. 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.

27. Basis for Award

Award may be made to the responsible offeror whose proposal will be the most advantageous to the procuring party, price and other factors will be considered.

28. Notice of Award

A Notice of Award will be mailed to all respondents.

29. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #2000-39, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process.

30. Debarment

By submitting an RFP, the offeror is certifying that he is not currently debarred by the County from bidding.

A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #2000-39, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

31. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for (120) days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

32. Permits

It shall be the responsibility of the contractor to comply with County Ordinances by securing all necessary permits.

33. 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.

34. RFP Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org/procurement/default.html#bids> and double click the link under the bid listing.

35. 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 Proposal, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this offer is based upon the terms, specifications, requirements, and conditions of the RFP. The offeror further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

36. 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..

37. Response Clarification

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

38. Vendor Checklist

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

- Mandatory Bid Submittal Form
- Resident Certification for Local Preference
- Exceptions Page

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SUBSTITUTE FOR FORM W-9 MANDATORY BID SUBMISSION FORM

Pursuant to Internal Revenue Service Regulations, you must furnish your Taxpayer Identification Number (TIN) to Georgetown County. If this number is not provided, you may be subject to a 26% withholding on each payment.

INDIVIDUAL OR OWNER'S NAME _____
(Sole Proprietor Must Provide Individual Name along with Business Name)

LEGAL BUSINESS NAME (d/b/a): _____

ADDRESS: (_____
(_____
(_____

9 DIGIT TAXPAYER IDENTIFICATION NUMBER (TIN)
(Individual Must Provide SS#; Sole Proprietorship may provide SS# or EIN#)

Social Security Number _____ - _____ - _____

Employer Identification Number _____ - _____ - _____

BUSINESS DESIGNATION

- Individual, Sole Proprietor, or Single-Member LLC C-Corporation
- S-Corporation Partnership
- Trust/Estate Governmental Entity
- Non-Profit Organization/501(a) Other: _____
- Limited Liability Company (Must Circle the appropriate Tax Classification):
C = Corporation S = S Corporation P = Partnership

PRINCIPAL BUSINESS ACTIVITY (List Type of Service or Product Provided):

_____ MEDICAL SERVICES PROVIDER ATTORNEY/LEGAL SERVICES PROVIDER

CERTIFICATION Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person; and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. *The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.*

Signature: _____

Date: _____



RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE

MANDATORY VENDOR SUBMITTAL 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 #2014-02 as adopted, §2-50 Local Preference Option, 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 Option

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 \$10,000 or more; (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 § 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.

I certify that [Company Name] _____ is a

Resident Bidder of Georgetown County as defined in Ordinance #2014-02, and our principal place of business is _____ [City and State].

I certify that [Company Name] _____ is a

Non-Resident Bidder of Georgetown County as defined in Ordinance #2014-02, and our principal place of business is _____ [City and State].

(X) _____

Signature of Company Officer



MANDATORY BID SUBMITTAL FORM

Bid #16-020

Corporate Aircraft Hangar at Georgetown County Airport, Design/Build

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 RFP _____

2. Mandatory Proposal Attachments:

- 24-page (maximum) contractor proposal
- Resident Certification for Local Preference
- Exceptions Page

3. Proposal within must remain valid (120) days from the opening date.

4. Contact Address: _____

5. Contact Person _____

6. Telephone Number _____ Fax Number _____

7. E-Mail address _____

8. Remittance Address: _____

9. Accounting Contact _____

10. Telephone Number _____ Fax Number _____

11. E-Mail address _____

12. FEIN or Social Security Number: _____

13. 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.]

14. 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

15. 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.

16. 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.

17. 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

18. 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.
19. 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. 16-020 were received.

20. 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.)

21. ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at 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]

22. Customer References:

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:	

23. **INFORMATION ONLY:**

Our company accepts VISA government procurement cards.

Our company does not accept VISA government procurement cards.

24. Printed Name of person binding bid _____

25. Signature (X) _____

26. Date _____

NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Please be sure to provide the requested number of copies of all offeror provided attachments. Thank you.

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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".



STATE OF SOUTH CAROLINA)
)
GEORGETOWN COUNTY)

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 2016, by and between Georgetown County, hereinafter referred to as the Owner, a body politic and corporate and political subdivision of the State of South Carolina, whose administrative address is: 129 Screven Street, Georgetown, South Carolina 29440 ; and

_____ hereinafter referred to as the “Design/Builder”, a corporation formed and existing under the laws of the State of South Carolina and authorized to do business within the State of South Carolina, whose administrative address is: _____ and shall have an effective date of the _____ of _____ 2016.

IN WITNESS WHEREOF:

WHEREAS, the Owner has a project entitled _____, hereinafter referred to as the “Project”, and;

WHEREAS, the Design / Builder has submitted the lowest responsible and responsive bid for the Project at \$ _____ and the Owner has awarded the Project to the Design / Builder, and,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration not specifically mentioned, the parties agree as follows:

1. The Design / Builder, for and in consideration of the payments hereinafter specified and agreed to be made by the Owner, hereby covenants and agrees to furnish and deliver all materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner, required to complete the Project within the time specified, in strict and entire conformity with the Construction Contract Documents, on file at the Office of the Purchasing Dept., Georgetown County, which are duly approved by the Owner and which said Project Manual, Conceptual Plans, Preliminary Technical Specifications and other Contract Documents are hereby made part of this Contract as fully and with the same effects as if the same had been set forth at length in the body of this Contract.
2. The Design/Builder hereby agrees to indemnify, defend and hold the Owner and its agents, representatives, directors, officers, and employees harmless from any and all liabilities, losses, damages, penalties, judgments, awards, claims, demands, costs, expenses, (including reasonable attorney’s fees and court costs), actions, lawsuits or other proceedings arising directly or indirectly, in whole or in part, out of the negligence or willful acts or errors and / or omissions of the Design/Builder, its prime contractor, trade subcontractors and consultants or their respective agents, directors, officers or employees in connection with this Contract or in any way with the services or Work described herein, any occurrence at the Project site, or any occurrence arising in connection with or at the Project site or in connection with the Work, whether within or beyond the scope of its duties hereunder.
3. The Design/Builder’s indemnity and defense obligations under this Contract shall be absolute notwithstanding any provision contained herein or elsewhere to the contrary, and shall survive Final Completion and Final Payment for a period equal to the statute of limitations for any action which could be brought against the Owner or its agents, officers, directors and employees and shall continue through the duration of any action brought during the applicable time periods.
4. The Design/Builder agrees to indemnify, defend and hold the Owner and its agents, representatives, officers, directors and employees harmless from all costs, damages and expenses, including reasonable attorneys fees, incurred by the Owner and its consultants by virtue of any claim or claims filed by any trade prime or subcontractor, mechanic, laborer, or materialman making claims arising from the performance of the Work by, through, or under the Design/Builder,

provided the Design/Builder has received from the Owner all amounts properly due under this Contract concerning the claim. The Design/Builder shall execute and deliver to the Owner's title insurer similar indemnifications or such other document as such title insurer shall reasonably request in order to protect it against lien claims from trade prime or subcontractors. The Design/Builder also hereby agrees to indemnify and hold harmless, protect and defend the Owner and its consultants from and against any liability, claim, judgment, loss or damage, including, but not limited, to direct damages, attorney's fees, court costs and expenses of collection, occasioned in whole or in part by the sole failure of the Design/Builder, and its trade prime or subcontractors to comply with any of the terms or provisions of this Contract.

5. In any and all claims against the Owner by any employee of the Design/Builder or trade prime or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under these Paragraphs 2 and 4 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Design/Builder or any trade prime or subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6. The Owner hereby agrees to pay to the Design/Builder for the said work, when fully completed, the total sum of _____ (the said sum being the total of the Design/Builder's bid, a copy of which is attached hereto as "Exhibit A" and made a part hereof for all purposes), subject to such additions and deductions as may be provided for in the Contract Documents. In the event the bid contains multiple pay items, it is understood that the amount to be paid shall be the total based on the unit prices, together with lump sum prices, contained in said bid, for the work actually completed. Payments on accounts will be made as provided for in the Contract Documents, Division 1, General Requirements, Section 01290, Payment Procedures. The Design/Builder shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post audit thereof. Any unit of provision of goods and services must be approved in writing by the Owner prior to payment.

7. The Owner may unilaterally cancel this Contract and the goods and services thereunder in the event that the Design/Builder fails and refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of the applicable South Carolina Statutes, made or received by the Design/Builder in conjunction with this Contract.

8. The Construction Contract Documents provide the criteria and the final date for completion of the Work of the Project

9. This Contract has been executed by the parties prior to the rendering of any goods or services by the Design/Builder

10. 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.

11. This Contract shall be subordinate to any rule, regulation, order or law of the United States of America, or the State of South Carolina.

12. Design/Builder and its employees shall promptly observe and comply with then applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the goods and services rendered by the Design/Builder hereunder, or to the wages paid by the Design/Builder to its employees. Design/Builder shall require all of its prime and subcontractors and consultants to comply with the provisions of this paragraph.

13. Design/Builder shall procure and keep in force during the term of this contract all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for Design/Builder to render its services hereunder. Design/Builder shall require all of its prime and subcontractors and consultants to comply with the provisions of this paragraph.

14. All remedies provided in this Contract shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to any party at law or in equity. In the event one party shall prevail in any action (including appellate proceedings), at law or in equity arising hereunder, the losing party will pay all costs, expense, reasonable attorneys' fees and all other actual and reasonable expenses incurred in the defense and/or

prosecution of any legal or arbitration proceedings, including, but not limited to, those for paralegal, investigate and legal support services and actual fees charged by expert witnesses for testimony and analysis, incurred by the prevailing party referable thereto.

15. Design/Builder represents and warrants unto Owner that no officer, employee or agent of Owner has any interest, either directly or indirectly, in the business of the Design/Builder to be conducted hereunder. Design/Builder further represents and warrants to Owner that it has not employed or retained any company person, other than a bona fide employee working solely for Design/Builder, to solicit or secure this Contract, that it has not paid or agreed to any person, company, corporation, individual or firm, other than a bona fide employee working solely for Design/Builder, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract, and that it has not agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out this Contract. Design/Builder assures that it will insert the above provision in each of its prime and subcontractor and consultants agreements relating to the services to be performed hereunder.

16. The headings of the sections of this Contract are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

17. This Contract, including all Contract documents, constitute the entire understanding and agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

18. This Contract shall not be amended or modified other than in writing signed by the parties hereto. Notwithstanding the foregoing, any Amendments that are not being paid for, in whole or in part, with funds granted by the United States of America or State of South Carolina need not be approved by them.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A. 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. In the event any provision hereof shall be finally determined to be unenforceable, or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract which shall remain in full force and effect.

20. Waiver or Forbearance

Any delay or failure of County to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of County's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on Contractor under this Agreement shall be waived and no breach by Contractor shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

20. Termination of Contract

- a) The Owner may, by written notice, terminate this Contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performed this Contract, whether completed or in process, delivered to the Owner.
- b) Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the Design/Builder's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Design/Builder shall be liable to the Owner for any additional cost occasioned to the Owner thereby.
- d) If, after notice of termination for failure to fulfill its Contract obligations, it is determined that the Design/Builder had not failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the Contract price shall be made as provided in paragraph 20.a of this clause.
- e) The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.
- f) **Non-Appropriation Clause**
Notwithstanding any other provisions of this Agreement, the parties agree that the rental is payable by Lessee from appropriations, grants, and monies from the State Legislature and other governmental entities. In the event sufficient appropriation, grants, and monies are not made available to Lessee to pay this rent for any fiscal year, this Agreement shall terminate without further obligation of Lessee. In such event, the chief executive officer of Lessee shall certify to Lessor that sufficient funds have not been made available to Lessee to meet the obligations of this Agreement; and such certification shall be conclusive upon the parties.

a. Notices To Parties:

All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

To County:

Mr. Kyle Prufer, Procurement Officer
Georgetown County
Post Office Box 421270
Georgetown, SC 29442-4200

To Contractor:

b. Form of Notice:

All notices required or permitted under this Contract shall be effective:

- a. On the third (3rd) business day after mailing by depositing the notice in the United States Mail, first class postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or
- b. On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

IN WITNESS WHEREOF, the Owner and Design/Builder hereto have signed and sealed this Contract on the day and date first above written in three counterparts, each deemed an original contract.

Georgetown County

Witness:

By: _____
Johnny Morant
County Council Chair

Design/Builder

Witness:

By: _____

Title: _____

(SEAL)