

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 QUALIFICATIONS (RFQ)

BID NUMBER: 17-059

ISSUE DATE: Friday, January 26, 2018

OPENING DATE: Wednesday, February. 14, 2018 **OPENING TIME: 3:30 PM (Eastern NIST)**
Bid Opening Location: Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

Pre-Bid Conference and/or Site Inspection: Voluntary-On Own

PROCUREMENT FOR: **Architectural Design Services: Southern Georgetown County Branch Library**

Commodity Code(s): 94620

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:

- a) Bid Number & Title must be shown on the OUTSIDE of the delivery package.
- b) Federal Express does NOT guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.
- c) UPS WILL guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day "Early AM" Service.
- d) 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: RFQ# 17-059, Architectural Design Services: Southern Georgetown County Branch Library

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: _____

Reason if **not** responding: _____

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 Qualifications #17-059

Item	Date	Time	Location*
Advertised Date of Issue:	Friday, January 26, 2018	n/a	n/a
Pre-Bid Conference & Site Inspection:	Voluntary-On Own	n/a	On Site†
Deadline for Questions:	Wednesday, February 7, 2018	3:30PM ET	Suite 239
Bids Must be Received on/or Before:	Wednesday, February 14, 2018	3:30PM ET	Suite 239
Public Bid Opening & Tabulation:	Wednesday, February 14, 2018	3:30PM ET	Suite 239

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

†4187 Powell Rd., Georgetown, SC 29440.

RFQ #17-059
Architectural Design Services

GEORGETOWN COUNTY LIBRARY
Southern Georgetown County Branch Library

Introduction:

The Georgetown County Library is seeking specific qualifications from interested architectural firms that are capable of providing professional services for the siting, design, assistance in preparation of construction bid documents, and construction oversight of a new public library facility. The Southern Georgetown County Branch Library will be located at 4187 Powell Road, Georgetown, SC 29440. The new library will serve a population of approximately 4,000 persons and will serve the communities of Santee, Sampit and Saints Delight communities. It is anticipated this library will be a building of approximately 10,000 General Square Feet (GSF) at the upper range, down to 8,000 GSF at the lower range of possibility. The proposed site is located on +/-2 acres adjacent to the Williams Hill Fire Sub-Station (Station No. 17). The site parcel is shared between the two (2) facilities, on a shared parcel designated as TMS 01-1006-006-04-00. The building will incorporate the standard public library spaces for collections, circulation, seating, public computers, study rooms, auditorium and meeting rooms, staff offices, bathrooms, maintenance and supply rooms, and other typical functions. In addition, it will also have dynamic features related to technology. It must fit into the surrounding area with a South Carolina Lowcountry look while also being a creative – and distinctively non “cookie-cutter” – facility inside. Concurrently, we are very much interested in an efficient design without wasted space. Attention to LEED elements is also important.

1) Owner Provided Items:

An overview of the Southern Georgetown County Branch Library written by Georgetown County Library Director, Dwight McInvaill, is being attached as Exhibit B for additional information on the project and the direction of the new facility. The County’s Capital Projects department has put together some preliminary site plans and grading and drainage plans as the land will be used not only for the Southern Branch Library but also for a new fire substation. All available drawings are being provided in the attached Exhibit C for informational purposes only. The awarded Architect shall be responsible for verifying all information upon the start of the project.

- Sampit Library & Fire Substation-Grading and Drainage
- Sampit Library & Fire Substation-Site Plan
- Sampit-DHEC Wastewater Permit (Approved)
- Sampit Fire Substation Site Plan

In addition to the items listed above, conceptual drawings have been performed by Tych & Walker Architects, LLP for the purpose of fundraising. The County is in the process of fundraising for a Community Development Block Grant (CDBG) for use during the construction phase of this project. That portion for a General

Contractor will be bid separately. These artistic renderings are also being provided as part of Exhibit C for informational purposes only.

- Site Plan-Southern Georgetown County Library-by Tych & Walker Architects, LLP
- Floor Plan-Southern Georgetown County Library-by Tych & Walker Architects, LLP
- North & Front Elevation-Southern Georgetown County Library-by Tych & Walker Architects, LLP
- East & Street Elevation-Southern Georgetown County Library-by Tych & Walker Architects, LLP

Work expected to be performed in-house using Georgetown County engineering and capital projects staff are as follows:

- Pavement & Drainage:
 - Stormwater Pond
 - SCDOT Entrance
- Civil Design
 - Stormwater pond
 - SCDOT Entrance
 - Septic Permit (A&E to check and confirm)
- Models
 - Stormwater model

2) General Information:

The County intends to enter into a contract with a licensed, qualified firm to provide professional services for the siting, design, assistance in preparation of construction bid documents, and construction oversight of the new Southern Georgetown County Branch Library. Services may include, but not be limited to, consultation, project design, shop drawing, review and construction inspection. All services will be in accordance with the terms and conditions of the Request for Qualification.

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

Offerors must have experience and knowledge of South Carolina and Georgetown County building and fire codes and shall maintain, either in-house or by a designated subcontract agreement, registered South Carolina professional architectural and engineering licenses.

The successful firm's staff must be available for consultation with County staff on an as-needed basis between the normal business hours of 8:30 AM and 5:00 PM, Monday through Friday, excluding County Holidays.

3) Key Personnel:

Personnel named in the proposal will remain responsible throughout the period of this contract. No diversion or replacement may be made without submission of a résumé of the proposed replacement with final approval being granted by the Georgetown County Library Director.

4) RFQ Submittal Requirements:

One (1) unbound, reproducible original RFQ submittal and one (1) digital copy in Adobe PDF format on a USB Flash Drive clearly marked and labeled on the outermost container with your company's name, the bid number, and the name of the bid. The RFQ response must be complete, clear and concise, not to exceed fifty (50) 8½" x 11" pages and numbered at the bottom right hand corner of the page. The submittal shall use a minimum 12-point Times New Roman font and shall be printed one-sided with no tabs or dividers. All sections shall be clearly labeled as listed below for ease of evaluation. Section 6: Mandatory Bid Submission Forms will not count towards the page limitation. All other pages will apply to the page limitation, including the cover letter and table of contents.

All offers must follow the same format. No exceptions to this format will be accepted. To be accepted for evaluation, the RFQ format must address all required components in the following order. Details of each component are listed below.

<u>Section</u>	<u>Topic</u>
	Cover Letter
	Table of Contents
1	Company Overview
2	Questionnaire
3	Methodology
4	Project Experience & References
5	Key Personnel, Firm's Litigation & Disclosure, & Additional Information
6	Mandatory Bid Submission Forms

Cover Letter

Provide a one page cover letter stating the firm's name, main contact person's name, phone number, email address, office address and mailing address (if different) for bid submittal questions. Also, include the same contact information for the person binding the current bid document and person(s) capable of binding future documents, such as contract documents, if awarded.

Table of Contents

Provide a one to two-page table of contents reflecting page numbers for each section.

Section 1: Company Overview

In this section include information about your firm such as length of time in business, office location(s), number of staff and a general summary of qualifications documenting the strengths of your firm and areas of expertise.

Section 2: Questionnaire

All information requested in the sixteen (16) queries below (Exhibit A) should be completely stated/answered and enclosed as a part of the bidder's proposal content under this section.

Section 3: Methodology

In this section, state your firm's design principles and uniqueness of approach, including meeting LEED building standards for essential service facilities. Explain your design concepts for the Southern Georgetown County Branch Library project. Describe your approach and best use of the space available to fulfill all of the needs of the Southern Georgetown County Branch Library project as described herein. Include any preliminary evaluations you may have regarding the site location.

List services that would be provided by your firm and any sub-consultants anticipated. Offerors shall identify any outside associates, consultants, and their specific responsibilities proposed to be used on this project. Attach a letter of confirmation from each proposed associate or consultant indicating willingness to contract with the primary firm for this project.

Section 4: Project Experience & References

In this section, list specific project experience that your firm may have which relates to the type of services required by this Southern Georgetown County Branch Library project. Project experience should reference design experience with public library projects, park and/or campus design, as well as other public buildings. The experience should include:

1. A reference list including the names of libraries and contact information from where the firm has provided similar services.
2. A reference list of building projects similar to the proposed project, including the construction contract initial and final value, the project size/scope, and the beginning and ending month and year of the project.
3. A reference list of projects including essential service facilities and sustainable design/green elements designed or accomplished.
4. A demonstration of specific in-depth knowledge of and experience with:
 - a. Building designs that relate well to historic settings and/or experience working with South Carolina heritage standards.
 - b. Public involvement in a projects design and modifications of proposed designs based on public comment. Explain public presentation experience.
 - c. Designing /acquiring/installing technology, both specific library technology and other.
 - d. Experience working on CDBG grant related projects.

Section 5: Key Personnel, Firm's Litigation & Disclosure, & Additional Information

In this section, identify the key personnel to include such items as the Principal-in-charge, Project Manager, etc. Key Staff/Project Principals shall be licensed professionals in the State of South Carolina (Professional Engineer, Registered Architect or Landscape Architects).

1. This section should identify the qualifications and related experience of key staff assigned to the project. The proposer shall possess any applicable professional licenses issued by the State of South Carolina and shall have knowledge of applicable local, state and federal regulations and codes as it applies to this type of service.
2. This section should also include cameo resumes of all staff performing tasks for this project. The resumes shall include a summary of relevant management and work experience, years of relevant experience the current and proposed location of the staff and a statement of availability. Two references shall be provided for each key staff member. This section should also include a table of all key personnel showing their availability for the duration of this project as well as any commitments to other projects. Please include level of involvement that each key staff member will have including an approximate share of the hours of their work as it relates to the whole. Principal architects involvement with the design and work with the public will be an important criteria for selection.

3. Litigation: Provide a list of any current litigation to which the firm and/or key sub consultants are parties by virtue of their professional service, in addition to a list of any such litigation from the past ten years. Explain fully if you have been involved in any litigation.
4. Disclosure: Of any past, ongoing, or potential conflicts of interest that the firm may have as a result of performing the anticipated work.
5. Additional Information: Please include any other information or material that might help the County to evaluate your firm's ability to execute this project, including any vision or other ideas on the direction of this project. Include any data you believe to be pertinent but not specifically mentioned elsewhere. Please limit additional information section to a maximum of three (3) pages.

Section 6: Mandatory Bid Submission Forms

- Resident Certification for Local Preference
- Substitute for Form W-9
- Mandatory Bid Submittal Form
- Exceptions Page
- Addendum Acknowledgement for any Addendum received
- SEPARATELY SEALED AND MARKED "COST SUMMARY"

COST SUMMARY

Clearly mark a #10 envelope (size 4 1/8 x 9 1/2 in.) with your company's name, the bid number, the name of the bid, and label as "Confidential Cost Summary". Provide a cost summary showing your fee schedule that would be applied to this project. Place your cost summary in this separately sealed and marked #10 envelope and place inside your larger bid submittal package so that all items will remain together and arrive to the County at the same time.

5) Evaluation & Weighted Criteria:

Selection Process and Schedule:

The evaluation committee shall review all responses and evaluate in detail those offerors whose qualifications and services appear to best meet the requirements of the County. After the evaluation process, the selection team shall shortlist candidates and conduct interviews with the highest ranked offerors. Proposers should be prepared to travel to Georgetown County for interviews. Only those cost proposals from the shortlisted firms may be opened. All other cost proposals shall remain sealed and be returned to the submitter. These will be used as the basis for beginning the negotiation of a professional services contract. The committee will then select the most responsive single offeror and initiate negotiations.

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

Weighted Criteria:

It is the intention of the evaluation committee to select the consultant most capable of providing the services listed in a timely and cost-effective manner. Offers will be evaluated for general compliance with instructions issued in the RFQ. Noncompliance with significant instructions may be grounds for disqualification. The following criteria will be used during the evaluation and selection process.

1. RFQ Requirements-Ability to meet all RFQ requirements & in the required format.....
10 points
2. Questionnaire –Answers to Exhibit A Questionnaire.....20 points
3. Methodology-Firm’s design plans for the library25 points
4. Project Experience & References-Past experience & references on projects of similar size and scope.....25 points
5. Key Personnel, Firm’s Litigation & Disclosure, & Additional Information- Firm’s projected key personnel & qualifications for this project, firm’s current & past litigation, firm’s disclosure of any conflicts of interest, and any additional information the firm has provided.20 points

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

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Exhibit A

QUESTIONNAIRE Prospective Architectural and Interior Design Work Georgetown County Library System Southern Georgetown County Branch Library

1. In addition to the project experience requested in section 4 above, what is your experience with construction of public libraries equal or less than 10,000 SF specifically?
2. In what ways and to what degree have you familiarized yourself with this project and its components? Briefly state your concept of the work to be done and your commitment to perform that work.
3. Please provide statements as to your firm's capacity to perform the work described herein with a construction completion date by June 30, 2019.
4. If awarded the contract, what steps would your firm take leading up to the schematic design?
5. Please indicate the processes your firm will use in solving the design problems presented by this project, indicating approximate proportions of time you would expect to be allocated to (a) Schematic Design; (b) Design Development (Preliminaries); (c) Working Drawings and Specifications; (d) Architectural Model.
6. How will your firm approach the interior design? Will you rely upon internal expertise, or use the services of an outside, certified, interior designer? If the latter, what firms would you use and how would the fee be covered? If the library decided to use an independent library design consultant of its own choosing, how would you work with this person or firm?
7. Please supply evidence of your firm's capacity for accurately estimating construction costs on projects similar in size and type as ours – that is, your estimate as compared to actual construction costs as they relate to the original construction design. Was the actual cost based on the original design or a revised design and by what means were cost estimates derived?
8. If required by the Library Board, how would your firm arrive at detailed cost estimates and how would fees for these services be covered?
9. If we request additional technical input during the process of planning – in such areas as acoustics, lighting, internal communications, etc., how would your firm supply this information and how might this impact your proposed fee schedule?
10. If, in spite of our best efforts, the project construction bids exceed the allocation of funds, how would you help to determine the best ways for reducing costs and how would this be reflected in your fees?
11. How would your firm manage site observation? What will be your office proximity to the proposed site in Southern Georgetown County, SC?
12. What is your knowledge of LEED concepts, and how have you incorporated these principles in designs for libraries or other structures of similar size or smaller than this proposed project of 10,000 GSF?

13. How do you develop a distinctive and creative design for each project? What examples can you provide?
14. What is your experience for designing spaces for innovative public library teen programs like digital arts, interactive gaming, and oral history video work?
15. How have you made similar structures inviting and useful for children as well?
16. How would you design the new library to serve as a distinctive community center for the southern county community?

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Exhibit B



Southern Georgetown County Branch Library An Overview

By Georgetown County Library Director Dwight McInvaill, November 30, 2017

The Georgetown County Library is a medium-sized public library system in coastal South Carolina. Founded in 1799 as a private library with only 50 subscribers, it now serves approximately 61,300 residents in four publicly funded, mainly rural, small town and suburban branches. It is a busy public library system. According to a recent South Carolina State Library study, based on the Experian Household Database, the Georgetown County Library's facilities in the City of Georgetown, in the City of Andrews, in the Carvers Bay community, and on the Waccamaw Neck were used from 2013 – 2016 by 12,992 households, more than half of the district's family units. Outreach has been provided, too, through a very active bookmobile.

Households with library cards presently blanket Georgetown County and spill well beyond the borders into Horry, Williamsburg, and Charleston Counties. Even in FY17, with operations disrupted for two months by the aftermath of Hurricane Matthew, the library system exceeded most of its previous milestones by having 59,514 registered users, circulating 178,393 items, answering 48,763 reference questions, providing 67,309 public Internet sessions, and hosting 42,238 attendees at free public programs ranging from story times for children, to computer coding classes for teens, and to cultural and informative activities for all ages. Things are never dull at the Georgetown County Library!

Unfortunately, there exists a glaring deficiency. The library system lacks a branch in the southern part of the county. This absence proves unfortunate, because a district is only as strong as its constituent parts, and weakness permeates the inadequately served area in myriad ways. With a U.S. Census population of about 4,000 persons – 62% African American, 33% White, and 5% other – the service area mainly encompasses Census Tracts 9208, 9207, and parts of 9202.01. It has some key problems: Only 5% of its residents have Bachelor's degrees or higher, a rate meaningfully below the state average of 25.1%. Moreover, the poverty level of 24.9% in this locality is far worse than the state figure of 14.1%. The area's percentage of institutionalized individuals is likewise significantly greater than South Carolina's norm.

Advocacy for this Southern Georgetown County Branch Library commenced in earnest on January 30, 2014, when initial steps were taken – with the help of the local Frances P. Bunnelle Foundation – to encourage individuals in the southern part of Georgetown County to consider ways to improve their area's life. The overarching result was the formation of the Southern Georgetown Leadership Group which from its inception included representatives from the Sampit, Saints Delight, and Santee communities. By April 2014, the group had completed a civic survey to identify needs, assets, and solutions.

To create a sustainable framework for effective access to better public Internet connectivity; to good information on personal finance, jobs, healthy choices, and other myriad topics; to improved literacy for tots, teens, and adults; and to safe and vibrant community social interactions during meetings and celebrations, the leadership group envisioned that a public library in their locality would be an excellent choice. By July 2014, they learned from Georgetown County Library Director Dwight McInvaill that establishing a Southern Georgetown County Branch Library had been an aspiration of the library system from 1998 onwards during several previous, citizen-driven, county-wide planning processes. With the help

of County Councilwoman Leona Miller and her successor Councilman Everett Carolina, the Southern Georgetown Leadership Group requested action, in both private and public ways, decisively.

By October 2015, Georgetown County Government began responding. It purchased a three-acre tract between the Santee and the Sampit communities. Of this property, two acres were designated for the new library, and one acre was for a fire substation. Each building would have its own parking area while sharing a driveway to the thoroughfare.

In June 2017, the Georgetown County Council allocated \$2,171,000 in its Capital Improvement Plan for the planning and construction of the new Southern Georgetown County Branch Library. The work was scheduled to happen in FY18 and FY19. In October 2017, an address was assigned by the county to the library site. It is 4187 Powell Road, Georgetown, SC 29440.

By fall 2017, \$12,400 of the \$2,171,000 budget had been used for conceptual drawings and related information required for the submission of an application for a Community Development Block Grant (CDBG) to the SC Department of Commerce, an effort that unfortunately stalled because of Hurricane Irma. Beforehand, Library Director Dwight McInvaill also officially notified the SC Department of Administration of the need to install Internet connectivity to the new library's site in FY19. As part of this process, the Director also successfully applied to the Universal Service Administrative Company (USAC) for a Billed Entity Number for the new facility.

On November 16, 2017, the Georgetown County Department of Public Works received a DHEC Wastewater Permit for the Southern Georgetown County Branch Library and for the fire substation. Work then commenced on a septic tank system. The Georgetown County Library and the Southern Georgetown Leadership Group look forward to the next key stages of this communal project: Engaging an architect, hiring a contractor, and constructing the building.

The Southern Georgetown County Branch Library will function as a true civic center for the district's southern section. Through good planning, the supporters of this endeavor know that the new public library can be at the very heart of its community through spaces – both fixed and flexible – that can be used for important aspirations such as abundant books and materials, children and teen services, community meetings, cultural programs, exhibits and displays, public Internet access, and technology training.

The library should concurrently be environmentally friendly, perhaps including such elements as a community herb garden, an interior bee hive (like at the Calhoun County Library), and so forth to stimulate folks to be conscious ecologically. Having an area for a small playground would be another way to improve civic life while drawing people to the library. Above all, the library must be designed so that people can be safe and secure while accessing valuable resources.

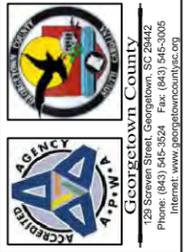
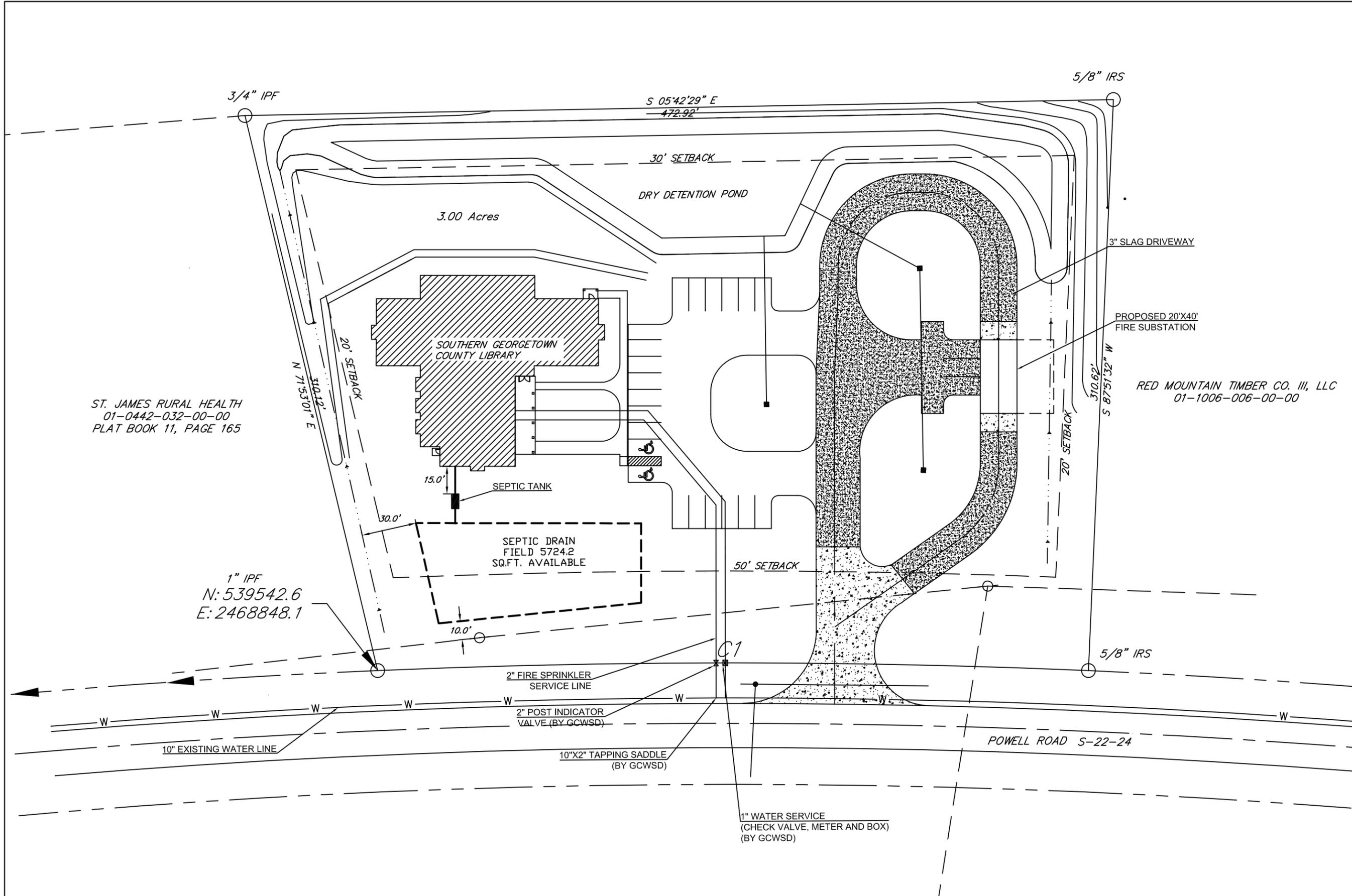
Because the facility will be operated by a small staff, the Southern Georgetown County Branch Library must be designed in a manner to enable supervision of activities from a central desk used for both circulation and reference functions. Having a spacious meeting room is paramount, since few places in the service area offer large chambers where general community gatherings can occur. Addressing the needs of youngsters is definitely important, too; so, there should be well defined and adequate areas for everything from story times for tots to digital exploration by teens. Tutoring rooms will be required for adult literacy efforts.

The technological footprint will, of necessity, be large, since the provision of public Internet access in the southern part of the county is crucial. Although the public library system, like most institutions, embraced electronic resources long ago, there still exists the necessity for fulsome shelving of books and materials for all ages. In the foyer and elsewhere, there should additionally be display units to enable the community to

publicly celebrate itself by featuring its art and culture fully while likewise showcasing other educational exhibits from far and wide. In summary, the Southern Georgetown County Branch Library should be designed to be safe, dynamic, and especially welcoming for some wonderful rural Southern folk.

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Exhibit C



35% OF DESIGN DRAWINGS

NO.	DATE	DESCRIPTION
1	6/21/2017	

PROJECT:
SOUTHERN GEORGETOWN COUNTY LIBRARY AND FIRE SUBSTATION
GEORGETOWN COUNTY, SOUTH CAROLINA

SCALE: 1:50

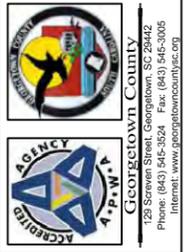
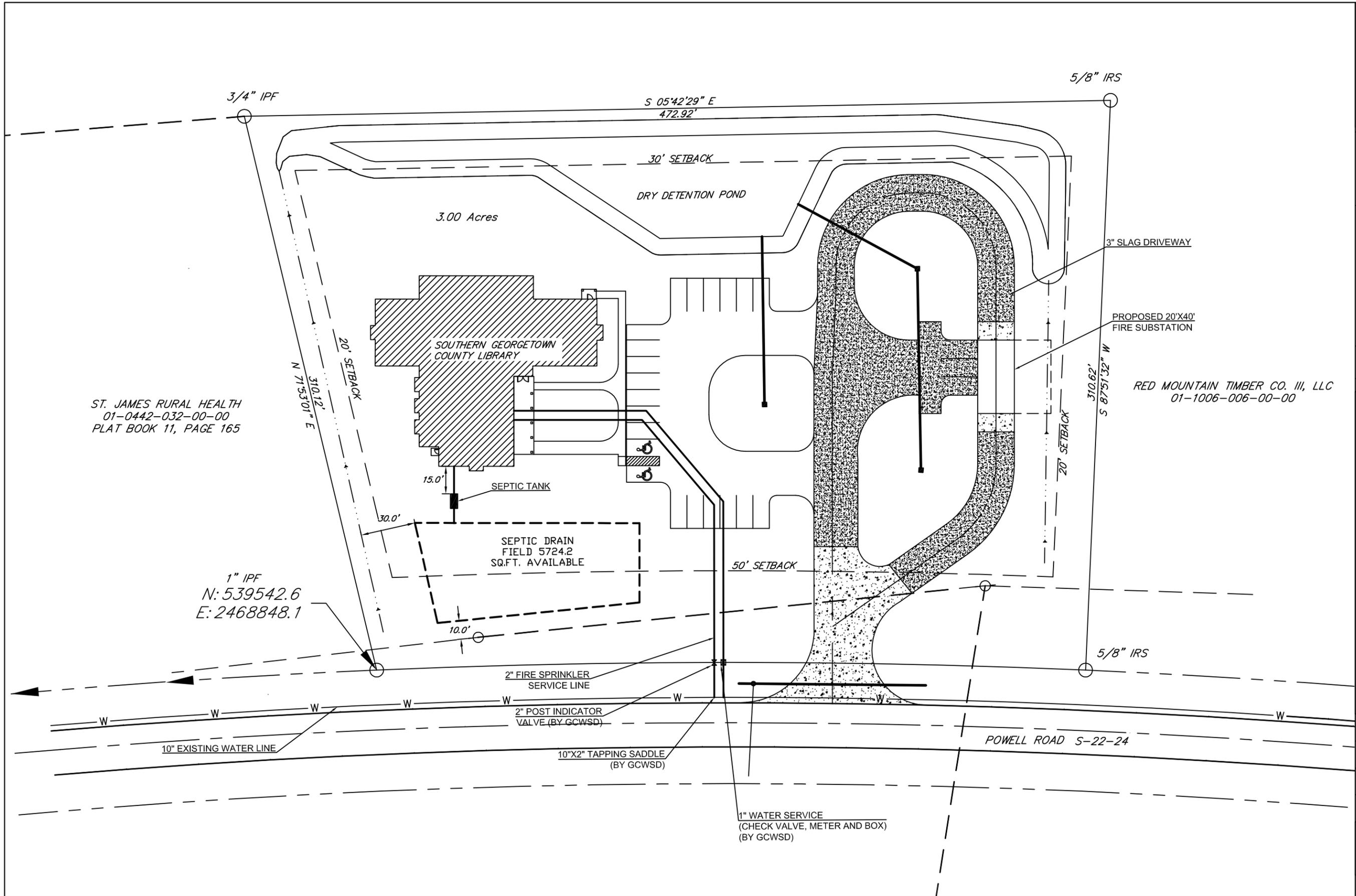
DESIGNED BY: ASB

DRAWN BY: MPM

DATE: 6/21/2016

GRADING AND DRAINAGE PLAN

SHEET NO:



35% OF DESIGN DRAWINGS
NO. 16212017

PROJECT:
 SOUTHERN GEORGETOWN COUNTY LIBRARY AND FIRE SUBSTATION
 GEORGETOWN COUNTY, SOUTH CAROLINA

SCALE: 1:50
 DESIGNED BY: ASB
 DRAWN BY: MPM
 DATE: 6/21/2016

SITE PLAN
 SHEET NO:



**PERMIT TO CONSTRUCT
Onsite Wastewater System**

File Nbr: **2016120005**
County: **Georgetown**

Name: RAY C FUNNYE

Type Facility: LIBRARY

Subdivision:

Block: Lot:

Address: 1918 CHURCH ST
GEORGETOWN, SC 29440

Site: POWELL RD
GEORGETOWN, SC

Program Code: 362

System Code: 220

TM#: 01-1006-006-04-00

Water Supply: PUBLIC

PERMIT TO CONSTRUCT SYSTEM SPECIFICATIONS

Daily Flow (gpd): 70

LTAR: .70

Tank Sizes (gal): Septic Tank: 1000 ~~Pump Chamber:~~ ~~Grease Trap:~~

Trenches: Length (ft): 50 Width (in): 36 Max. Depth (in): 25 Agg. Depth (in): 6

~~Min Pump Capacity:~~ ~~gpm at~~ ~~ft. of Head~~

SPECIAL INSTRUCTIONS/CONDITIONS

THIS PERMIT IS SITE SPECIFIC. ANY CHANGES TO THE SYSTEM MUST BE APPROVED BY DHEC. ALTERNATIVE TRENCH PRODUCTS APPROVED UNDER STATE RULES AND REGULATIONS MAY BE SUBSTITUTED. ANY UNAPPROVED CHANGES WILL VOID THIS PERMIT.

See Attached Page...

PERMIT TO CONSTRUCT SYSTEM DIAGRAM

(NTS)

See attached 2 Sheets

(Sheet 1 of 3)

Issued/Revised By:

Date:

11-9-17

DHEC 1781 (01/2014)

This Permit is Appealable Under the Administrative Procedures Act.
There may be an Additional Fee for Changes in this Permit that Require a Site Reevaluation.



**PERMIT TO CONSTRUCT AND OPERATE
Onsite Wastewater System**

File Number: 2016120005
County: Georgetown

SPECIAL INSTRUCTIONS/CONDITIONS

THIS PERMIT IS SITE SPECIFIC. ANY CHANGES TO THE SYSTEM MUST BE APPROVED BY DHEC.
ANY UNAPPROVED CHANGES WILL VOID THIS PERMIT.

Locate and install 2- 25 ft long trenches as shown on attached site plan.

Do not drive on onsite wastewater system.

Install top of plumbing stub-out pipe at top of natural ground at proposed septic tank location to avoid sewage effluent pump.

This onsite wastewater system permit is designed for a county library with a maximum daily flow of 70 gallons per day only.

This permit has been issued based on a site evaluation performed on November 2, 2017. Any unapproved site alterations after this evaluation may void this permit.

If necessary, use serial distribution and/or landscaping fill dirt to maintain 9"-minimum ground cover over the wastewater infiltration trenches.

The drain field area may not be disturbed by heavy equipment. Debris from the recent land clearing should be removed by hand or by light-tractor work during dry conditions. Do not remove any of the existing top soil in the drain field area when removing the debris.

Any future stormwater retention areas must be located greater than 75' from the onsite wastewater system and repair areas. Any future ditching must be located greater than 25' from the system and repair areas.

Low-flow toilets and self-closing sink faucets (spring-loaded, electronic sensor-activated, etc.) are recommended for public restroom usage.

Site work - Do not cut, fill, grade, or in any way disturb or alter the existing site conditions without prior approval from the local DHEC Environmental Health Services office unless specifically required as part of the onsite wastewater system design. Any unauthorized site alterations may void this permit-to-construct.

Minimum setbacks - Unless otherwise noted on the site plan, use the following minimum setbacks and other setbacks established in Regulation 61-56, Section 200. Maintain 5'-minimum setback to buildings and property lines. Maintain 25'-minimum setback to ditches and swales. Maintain 75'-minimum setback to private wells and bodies of water. Maintain 100'-minimum setback to public wells. The system may not be placed under a driveway or parking area. There shall be at least 2' of separation between the septic tank and drain field trenches.

Reserved repair area - The onsite wastewater system repair area shown on the site plan must be reserved for future system repair and be equal in size to at least 50% of the original system. This area cannot be covered with impervious materials and shall be kept free of buildings or other improvements, setbacks, easements, and other encroachments that would prevent future system repair construction.

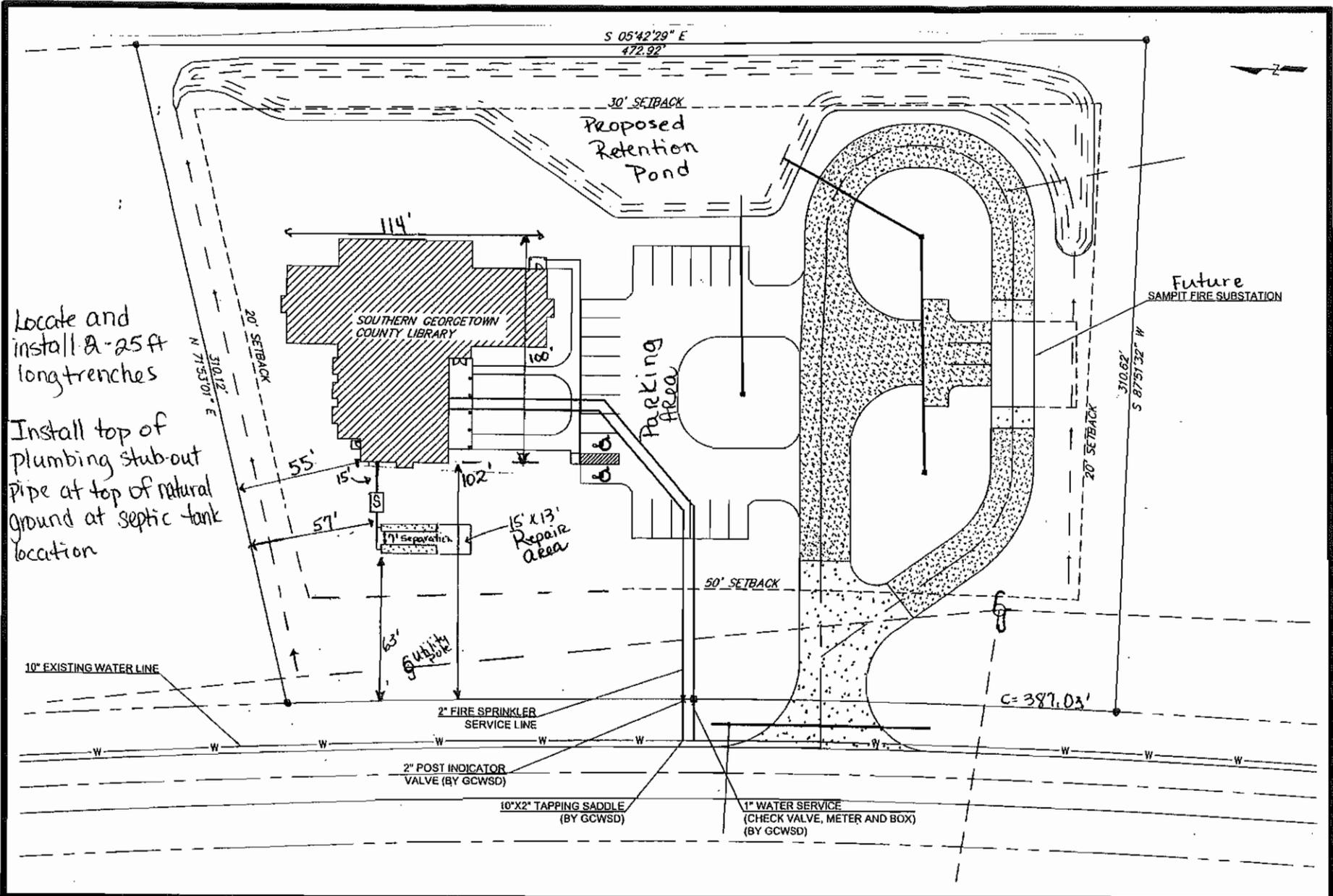
Septic tank elevation - Where gravity flow is utilized between the septic tank and drain field, the invert elevation (i.e. bottom elevation) of the septic tank outlet must be at the same elevation or higher than the top of the aggregate in the highest-placed drain field trench. This requirement may cause the top of the septic tank to be 7" to 12" (or even higher) than the top of the natural ground.

Plumbing stub-out location & elevation - The plumbing stub-out elevation and location must be compatible with the location and elevation of the onsite wastewater system design. If the plumbing stub-out is located in a different area than shown on the site plan or installed too low for the system design, DHEC may require the additional installation of a sewage effluent pump and its related components as described in Regulation 61-56, Section 600 - Appendix S - Onsite Wastewater Pump System Standard.

(Sheet 2 of 3)

Issued/Revised By:

Date: 11-9-17



Locate and install 2-25 ft long trenches

Install top of plumbing stub-out pipe at top of natural ground at septic tank location

10" EXISTING WATER LINE

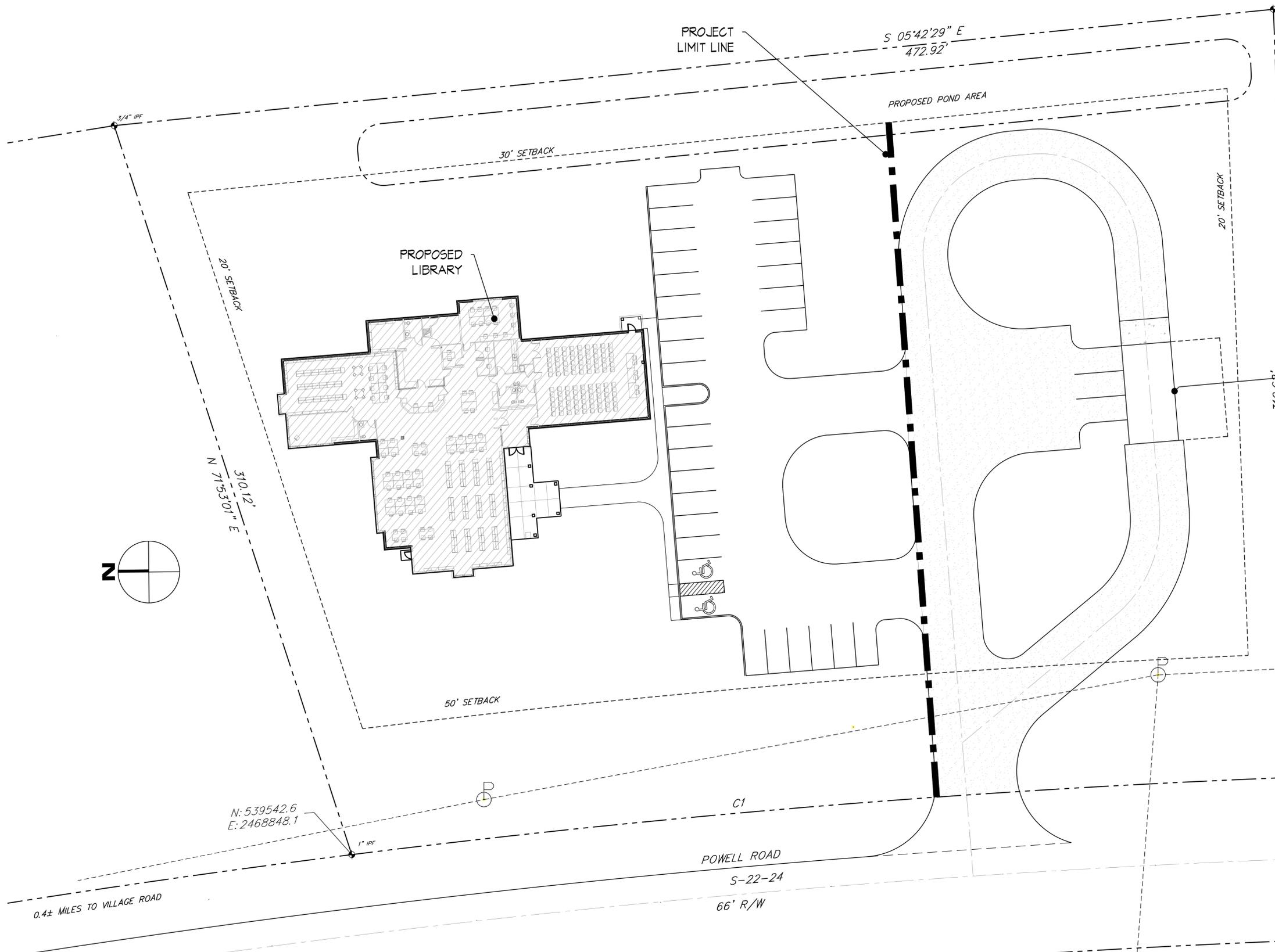


3.00 Acre Tract

Site Plan

No Scale

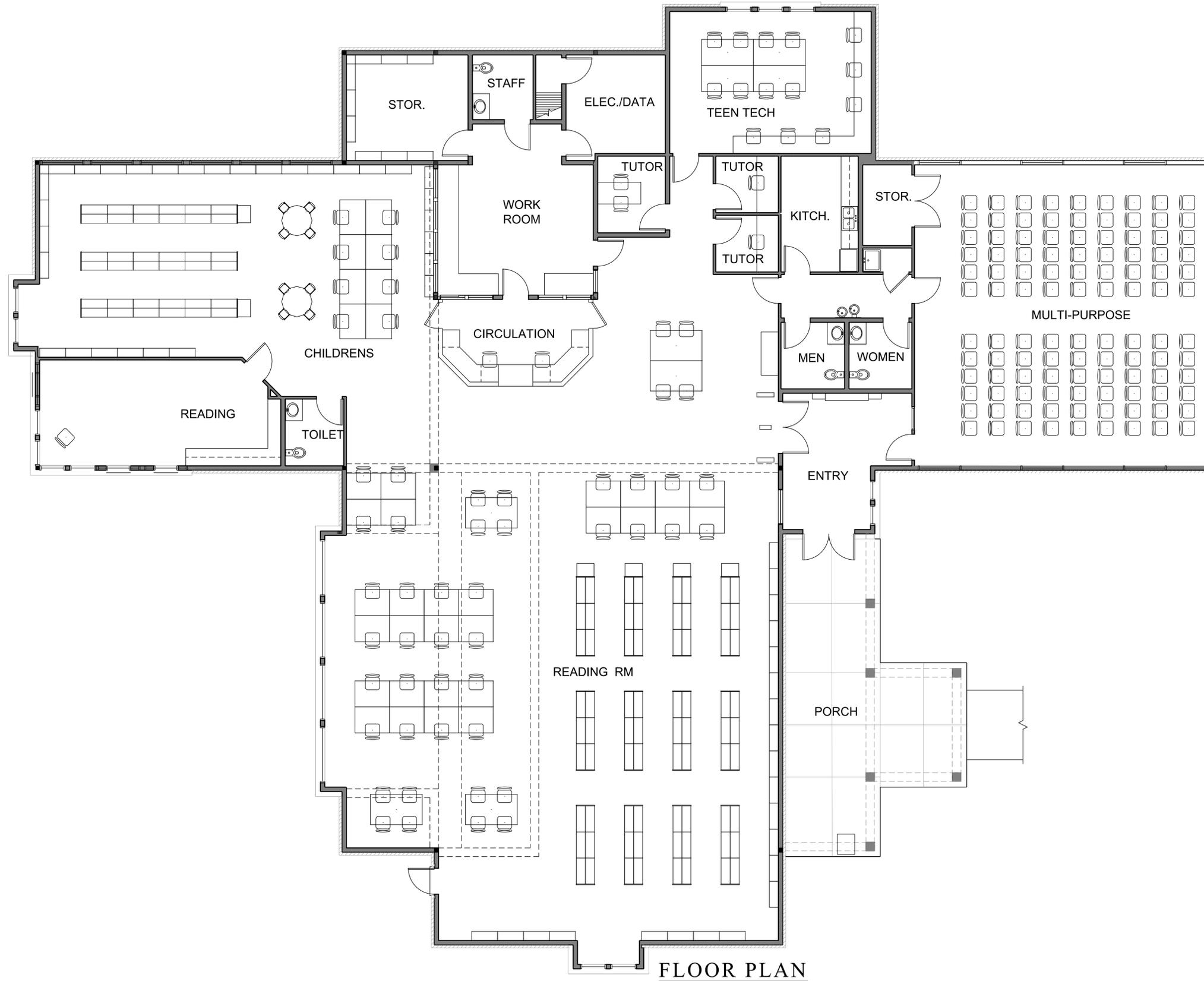
Name: Ray Funnyle
 File#: 22-2016120005
 Date: 11-9-17
 Page 3 of 3



SITE PLAN

SOUTHERN GEORGETOWN COUNTY LIBRARY

GEORGETOWN COUNTY, SOUTH CAROLINA



SOUTHERN GEORGETOWN COUNTY LIBRARY

GEORGETOWN COUNTY, SOUTH CAROLINA



NORTH ELEVATION



FRONT ELEVATION

SOUTHERN GEORGETOWN COUNTY LIBRARY
GEORGETOWN COUNTY, SOUTH CAROLINA



EAST ELEVATION



STREET ELEVATION

SOUTHERN GEORGETOWN COUNTY LIBRARY
GEORGETOWN COUNTY, SOUTH CAROLINA



Instructions for Providers
RFQ #17-059

Architectural and Interior Services: Southern Georgetown County Branch Library

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

1. Submission of Questions

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

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

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

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

Nancy Silver, Senior Buyer
Post Office Box 421270, Georgetown, SC 29442-4200
Fax: (843) 545-3500
Email: nsilver@gtcounty.org

2. Written sealed public bids for a Term Contract to provide **Architectural Design Services: Southern Georgetown County Branch Library** 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 three (3) of this document. Bids will then be publicly and promptly opened at the designated time by the Purchasing Officer. Bids 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.
3. **IMPORTANT OFFEROR NOTES:**
- a) **Bid Number & Title must be shown on the OUTSIDE of the delivery package.**
 - b) **Federal Express does NOT guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.**
 - c) **UPS WILL guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day "Early AM" Service.**
4. **Inclement Weather/Closure of County Courthouse**
If the County Courthouse is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.
5. 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.

6. **NON EXCLUSIVITY**

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

7. One (1) unbound, reproducible ORIGINAL of your proposal must be submitted in a sealed envelope and clearly marked on the outermost container as follows:

OFFEROR'S NAME

BID ITEM NAME

BID NUMBER

8. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.

9. Definitions:

- a) The terms "Proposer", "Offeror", "Vendor" or "Bidder" refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term "Contractor" refers to the successful Bidder.
- b) The term "Architectural & Interior Design Services" or "Service" refers to the **complete set of services** as specified in this document, in every aspect.
- c) The terms "Owner" and "County" refer to the County of Georgetown, South Carolina.
- d) Where the words "shall" or "must" are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
- e) Where the words "should", "may", or "is desirable" are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

10. Correction or Withdrawal of Bids; Cancellation of Awards

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

- a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
- b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County's requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either reawarded or a new solicitation issued.

11. Faxed or E-mailed bids will not be accepted by Georgetown County.
12. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.
13. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org/about/faqs.html>.
14. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
15. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
16. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
17. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
18. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
19. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.

20. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
21. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
22. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
23. All Construction Contracts Over \$2,000:
- a) Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at: <http://www.wdol.gov/dba.aspx#14>
 - b) Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - c) Copeland “Anti-Kickback” Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.
24. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more

categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

25. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

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

26. Certification of Non-Segregated Facilities

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

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

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

28. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at www.georgetowncountysc.org, select “Purchasing” and “Current Bids”. It is each proposer’s responsibility to verify that all addenda have been received and acknowledged.

29. This Request for Qualifications covers the estimated requirements to provide Architectural Design Services: Southern Georgetown County Branch Library for the Georgetown County Library Department. The purpose is to establish a Term Contract with firm pricing and delivery under which the department may place orders as needed. The right is reserved to extend the use of this contract to any County Department.

30. TERMS OF AGREEMENT / RENEWAL

The initial term of any resulting contract shall be for a period of one (1) calendar year, effective from date of contract award. The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year. The County reserves the right, at its sole option, to renew the contract for four (4)

additional consecutive terms, contingent upon satisfactory performance in the prior period, not to exceed a maximum term of five (5) years total.

31. **PRICE ESCALATION/DE-ESCALATION:**

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Should the County elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE COMSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the County elects to renew the contract, the purchase order will reflect the changes.

32. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

33. Insurance

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

a. General Liability

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

1. Minimum Limits

General Liability:

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

b. Automobile Liability

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

1. Minimum Limits

Automobile Liability:

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

c. Workers' Compensation

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

d. Owners' & Contractors' Protective Liability

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

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

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

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

34. Workman's Compensation Coverage

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

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

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

35. 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.

36. Condition of Items

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

37. 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.

38. Invoicing and Payment

The firm shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

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

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

39. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases. Effective May 01, 2015, the sales tax rate increased from 6% to 7% which includes a VAT for Georgetown County.

40. Assignment of Contract

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

41. Termination

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

a. Termination for Convenience

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

b. Termination for Cause

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

c. Non-Appropriation:

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

42. Default

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

43. 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.

44. Applicable Laws

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

45. Claims and Disputes:

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

46. 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.

47. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

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

- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

48. Notice of Award

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

49. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

50. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

51. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

52. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

53. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

54. Use of Brand Names (If Appropriate)

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

55. Delivery After Receipt of Order (ARO)

Bid must show the number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent

failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval has been obtained from the County.

56. Permits

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

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

57. 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.

58. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Bid Opportunities" from the Quick Links box, then "Bids Under Review" and double click the link under the individual bid listing.

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

60. 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.

61. 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.

62. Response Clarification

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

63. Georgetown County, SC has a Local Vendor Preference Option by ordinance:

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.

See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.

64. Vendor Checklist

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

- RFQ Submittal [50-pages maximum per item no. 4 on page 4]
- Substitute for Form W-9
- Resident Certification for Local Preference
- Mandatory Bid Submittal Form
- Mandatory Exceptions Page

The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured. This must be on file prior to any final award.

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SUBSTITUTE FOR FORM W-9 MANDATORY BID SUBMITTAL 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 additional 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: C = Corporation S = S Corporation P = Partnership
(Must Circle the appropriate Tax Classification)

Exempt Payee Code (if any): _____

(Exemption codes apply only to certain entities, not individuals; IRS W-9 instructions, page 3):

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, (see §1. above) and our local place of business within Georgetown County is: _____

I certify that [Company Name] _____ is a

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

(X) _____

Signature of Company Officer



MANDATORY BID SUBMITTAL FORM

RFQ #17-059

Architectural Design Services: Southern Georgetown County Branch Library

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

1. Name of Company submitting qualifications: _____

2. Contact Address: _____

3. Contact Person: _____

4. Telephone Number _____ Fax Number _____

5. E-Mail address _____

6. Submitter's Remittance Address: _____

7. A/R Accounting Contact _____

8. Telephone Number _____ Fax Number _____

9. E-Mail address _____

10. FEIN or Social Security Number: _____

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

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

E-Mail Address:	
Brief Explanation of Relationship:	

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

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

Entity Name:	
Contact:	
Title:	

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

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

12. 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.]

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

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. 17-059 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. INFORMATION ONLY:

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

23. Printed Name of person binding bid _____

24. Signature (X) _____

25. Date _____

NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. 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)

PROFESSIONAL
 SERVICES
 CONTRACT

This AGREEMENT is made and entered into between the COUNTY OF GEORGETOWN, a political subdivision of the State of South Carolina, whose Administrative Office is located at 129 Screven Street, Georgetown, S.C. 29440 (“County”), and _____ whose Administrative Office is located at _____ (“Provider”).

This Contract for Professional Services (“Contract”) is dated this _____ day of _____, 2018, and shall have an Effective Date of the day of _____, 2018 (the “Effective Date”).

1. GENERAL TERMS OF CONTRACT

1.1. Headings: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.

1.2. Time of Performance: The timely performance by **Provider** of the services described in this Contract is of the essence, and shall commence on the **Effective Date**. Failure to perform timely, except for cause occasioned by Act of God, shall permit County to declare this Contract voided and of no further effect.

1.3. Arbitration: This contract is not subject to arbitration.

1.4. Dispute Resolution: If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the South Carolina Circuit Court in Georgetown, South Carolina.

1.5. Merger, Amendment, and Waiver: This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between County and **Provider** concerning the scope of work described herein. The Scope of Services described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of County and **Provider**. Forbearance by County from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle **Provider** to rely upon such forbearance in the event of another similar breach by **Provider** of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.

1.6. Compliance with EEOC and other State and Federal Laws: To the extent set forth in the respective statutes, **Provider** shall comply with the provisions of:

1.6.1. Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq);

1.6.2. Title VII of the Civil Rights Act of 1964;

1.6.3. Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324);

1.6.4. Age Discrimination Act of 1975;

1.6.5. Section 504 of the Rehabilitation Act of 1973;

1.6.6. Title I of the Americans with Disabilities Act of 1990;

1.6.7. Civil Rights Restoration Act of 1987;

1.6.8. 49 CFR Part 21;

1.6.9. 23 CFR Part 200;

1.6.10. USDOT Order 1050.2;

1.6.11. Executive Order #12898 (Environmental Justice);

1.6.12. Executive Order #13166 (Limited-English-Proficiency);

1.6.13. Equal Pay Act of 1963;

1.6.14. Fair Labor Standards Act of 1938;

1.6.15. Immigration Reform and Control Act of 1986;

1.6.16. South Carolina Wages Act, S.C. Code § 37-10-10 et seq; and

1.6.17. South Carolina Worker's Compensation Act, S.C. Code § 42-1-10 et seq.

1.7. By entering into this Contract, **Provider** affirmatively warrants that **Provider** is currently in compliance with such laws, and further warrants that during the term of this Contract, **Provider** shall remain in compliance therewith.

2. SCOPE OF SERVICES:

2.1. **Provider** shall perform those tasks set forth in Exhibit "A" that is attached hereto and is incorporated herein by reference, within the time limits set forth therein. If any term of the Scope of Services set forth on Exhibit "A" shall conflict with the terms of this Contract, then such term as set forth on Exhibit "A" shall not bind County.

2.2. All services to be performed by **Provider** under this Contract shall be performed within the lesser of (a) the term set forth on Exhibit "A"; or (b) the expiration of five (5) years after the Effective Date of this Contract; whichever is the lesser period of time.

3. PAYMENT FOR SERVICES:

- 3.1.** The costs of services are set forth in Exhibit “B” of this Contract. **Provider’s** invoice to County will be on a basis of net 30 days after receipt by County of invoice. Invoices in respect of necessary services rendered by **Provider** after a notice of termination, as set forth herein shall be fully payable by County as if this Contract continued in full force and effect.
- 3.2.** Payment for services not included in the Scope of Services constitute additional charges to County, at rates and intervals to be agreed between County and **Provider** in a written instrument executed prior to the performance of such services.

4. WARRANTIES OF PROVIDER AND COUNTY:

4.1. County warrants that:

- 4.1.1.** County has the lawful authority required under State law and County’s Ordinances to enter into and perform this Contract;
- 4.1.2.** County shall not offer employment to any employee of **Provider** for a period of two (2) years after the termination, except for cause, of this Contract.

4.2. Provider warrants that Provider has:

- 4.2.1.** All necessary licenses and consents required for **Provider** to enter into and fully perform the Scope of Services set forth on Exhibit “A”, and is in good standing in the State of South Carolina;
- 4.2.2.** All required insurances, including Worker’s Compensation Insurance and General Liability Insurance, to indemnify County against any and all claims arising under or as a result of the performance of this Contract;
- 4.2.3.** No conflict of interest with any other contract with a third party that might cause a claim to arise against County by the entry into or performance of this Contract by **Provider**.

4.3. Provider warrants that Provider shall throughout the term of this Contract:

- 4.3.1.** Perform all tasks required under the Scope of Services with a degree of skill and care of reputable members of the same profession in South Carolina;
- 4.3.2.** Maintain all insurances required by law or this Contract, including worker’s compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth on County’s invitation to bid or Request For Proposal, that formed the basis of the Scope of Services of this Contract.
- 4.3.3.** Properly withhold from all wages, commissions, salaries, and fees paid by **Provider** to third parties or employees, agents, or sub-Providers of **Provider**, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;

- 4.3.4. Ensure that any third party, employee, agent, or sub-Provider of **Provider** shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;
- 4.3.5. Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;
- 4.3.6. Make no offer of employment to any County employee for a period of two (2) years after the termination of this Contract.

5. OWNERSHIP OF PROJECT MATTER:

Unless otherwise agreed between County and **Provider**, and approved by County's attorney:

- 5.1. All plans, reports, surveys, and other professional work product of **Provider** concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of County during and at the completion or termination of this Contract;
- 5.2. All materials supplied or loaned by County to **Provider** during the term of this Contract shall remain the property of County;
- 5.3. All intellectual property provided to County by **Provider** and originating from this Contract shall become and remain the property of County, and **Provider** shall not, without the written consent and license from County, use such intellectual property for another commercial purpose;
- 5.4. County shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by **Provider** in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

6. EARLY TERMINATION OF CONTRACT:

County and **Provider** shall have the right, upon sixty days written notice, to terminate this Contract, and thereafter County shall have no obligation to pay for services provided to County except up to the effective date of termination of this Contract. In the event **Provider** exercises its right to terminate this Contract, **Provider** will not cease services for a reasonable period of time, not to exceed One-Hundred Twenty days, to allow County to procure another Provider.

7. NON-APPROPRIATION:

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

8. INDEPENDENT PROVIDER STATUS:

Provider shall not, by entering into this Contract, become a servant, agent, or employee of County, but shall remain at all times an independent Provider to County. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between **Provider** and County, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

9. 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:

9.1. To County:

9.1.1.

Mr. Kyle Prufer, Procurement Officer

Georgetown County

Post Office Box 421270

Georgetown, SC 29442-4200

9.2. To Provider:

9.2.1.

9.3. Form of Notice: All notices required or permitted under this Contract shall be effective:

9.3.1. 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

9.3.2. 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.

10. WAIVER OR FOREBEARANCE

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 Provider under this Agreement shall be waived and no breach by Provider 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.

11. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

Provider will indemnify and hold harmless the County and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the **Provider**, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable. In any and all claims against the County or any of their agents or employees by an employee of the **Provider**, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for **Provider** under the workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of **Provider** under this paragraph shall not extend to the liability of the County or its agents or employees arising out of the reports, survey, change orders, designs, or specifications.

12. TITLE VI COMPLIANCE:

Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org>.

13. COUNTERPARTS:

To facilitate execution, this Agreement may be executed, including electronically, in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

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IN WITNESS WHEREOF, the parties have executed this Contract, which shall be deemed to be an original on the Effective Date first above written. To facilitate execution, this Agreement may be executed, including electronically, in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

WITNESS:

PROVIDER NAME

By: _____

Its: _____

SAMPLE

COUNTY OF GEORGETOWN

By: _____

Johnny Morant
County Council Chair

ATTEST:

Theresa Floyd
Clerk to Council

**EXHIBIT A
SCOPE OF SERVICES**

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SAMPLE

**EXHIBIT B
PAYMENT FOR SERVICES**

- 1) Upon delivery and acceptance of the equipment and/or services in the Scope of Services, the contractor shall submit an invoice, detailing the appropriate charges.

Upon receipt of invoice and upon final inspection and acceptance of the equipment and/or services, 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 29442-4200

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

- 2) South Carolina Sales Tax
The County of Georgetown, SC is not exempt and pays 7% SC sales tax on all applicable purchases.

- 3) Progress Payments
Contractor's Application for Payment shall be submitted to the Owner on such other form as may be mutually agreed upon. The period covered by each Application for Payment shall be not less than one calendar month. The Owner shall make progress payments to the Contractor on undisputed amounts certified by the Architect or the Owner's Representative within twenty-one (21) days from receipt of the Application for Payment by the Owner in accordance with Title 29, Chapter 6 of the Code of Laws of South Carolina, 1976, as amended.

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