DARLINGTON COUNTY PROCUREMENT

RFP: SHERIFF'S EVIDENCE STORAGE BUILDING RFP 01-03-21-2019

Darlington County Procurement Office
Portia E. Davis Procurement Analyst
1 Public Square, RM 210; Darlington, SC 29532
Telephone: 843-944-8275, Email: pdavis@darcosc.net

DARLINGTON COUNTY
SHERIFF'S EVIDENCE STORAGE BUILDING
REQUEST FOR PROPOSAL (RFP) 01-03-21-2019

CONSTRUCTION OF AN EVIDENCE STORAGE BUILDING

FOR DARLINGTON COUNTY SHERIFF'S OFFICE

Acceptance Date:	Prior to 3:00 PM, March 21, 2019 "Eastern Daylight Savings Time"
Mandatory Pre-Proposal Conference:	March 07, 2019 1:00 PM
Pre-Proposal Location	2349 Rogers Road, Darlington, SC 29532
RFP Number:	RFP 01-03-21-2019
Acceptance:	Procurement
Place:	1 Public Sq. RM 210 Darlington, SC 29532

A Pre-Proposal Conference will be held on March 07, 2019 at 1:00 PM behind the W. Glenn Campbell Detention Center located at 2349 Rogers Road, Darlington SC 29532 for clarification of any questions on this project. Photographs may be taken.

Request for information related to this proposal should be directed to:

Portia E. Davis
Procurement Analyst
843-944-8275
Pdavis@darcosc.net
This document can be downloaded from our web site:
www.darcosc.net

If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.

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I. PURPOSE

The intent of this Request for Proposal is to purchase and install one (1) Pre-engineered metal building for the Darlington County Sheriff's Office. This building will be used to store evidence only. The new Evidence Storage Building will be located off Rogers Road in Darlington, South Carolina. Bids must include the costs for the pre-engineered metal building, all labor, equipment, materials, permits, and fees to furnish, deliver, construct and install a fully functioning building, in a turn-key manner meeting the specifications herein and all necessary codes and regulations for this standard build.

II. OFFEROR'S MINIMUM QUALIFICATIONS

The successful firm shall have at least two (2) members of the designated crew for this project shall demonstrate that they have a minimum of five (5) years of successful projects of the type proposed.

III. SCOPE OF SERVICES

All proposals shall be made on the basis of, to either meet or exceed, the requirements contained herein. All offerors must be able to provide at a minimal the following:

IV. The successful offeror will provide and install one (1) pre-engineered metal building size **50 X 100** to be used as an evidence storage building. The building must meet the following specifications one standard **unisex bathroom**, **2 standard doors**, **2 electric roll-up doors size 10 x 12**, **Eyewash station**, **utility sink**, **HVAC (heating and air)**, **water sprinkler systems**, **water sprout on the front building, standard LED lighting**, **standard receptacles** (8 along the length and 4 along the width).

V. The standard unisex bathroom shall have finished sheetrock, painted and all hardware necessary for the bathroom such as sinks, urinal, toilet, doors and locks. Shall have freeze proof anti-siphon sillcock.

VI. All exterior doors shall have a minimum of 36". All doors shall have the locks necessary to secure the building; no HASPS. All doors shall be keyed alike. Metal standards doors shall have the push bar.

VII. 10 x 12 Electric Roll-up doors, this should be large enough to get a tow truck to deliver cars, trucks etc. into the building.

VIII. Eye wash station and utility sink shall be side by side. Located near the unisex bathroom to limit the plumbing needs and shall have the freeze proof anti-siphon sillcock.

IX. Pitch of the building shall be high enough to support the electric roll-up door correctly.

X. HVAC shall be heating and cooling through out the building to ensure evidence protection against moister and weather.

XI. There should be standard and sufficient lighting throughout the building. Cost efficient lighting and LED.

XII. Water sprinkler system shall be throughout the building as per codes for a storage building and shall have the freeze proof anti- siphon sillcock on plumbing.

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XIII. A water sprout shall be on the side of the building facing the road Industrial Road, opposite side from the W. Glenn Campbell Detention Center. The water sprout shall have the freeze proof anit-siphon sillcock.

XIV. The building shall be on a **finished concrete slab with sealer**, with drivable slants where the electric roll up doors are located.

XV. If there are any additional items that are needed to meet the standard specifications for this building per standard Codes, DHEC rules and regulations; they are a part of this building specifications as well.

XVI. The Bid must include the cost of installation of a new pre-engineered building to include all labor, equipment, materials, permits, and fees to furnish, deliver, construct and install a fully functioning building in a turn-key manner.

XVII. All plumbing, electrical, water and septic systems is to be tied in with existing system. We do not have plan for the W. Glenn Campbell Detention Center you will need to pull that from DHEC to see where the current lines are located.

XVIII. The minimum amount of amp service required is 200.

XIX. This building will be used completely as a storage for evidence and no office spaces no sheetrock will be needed in this building with exceptions of the unisex bathroom.

IV. SUBMISSION PROCEDURES, REQUIREMENTS

Submittals

All submissions must be received by **3:00 PM on March 21, 2019** and delivered to Darlington County Procurement Analyst, 1 Public Square, Room 210, Darlington, S.C. 29532. If the submission is late, the Invitation for Bid will be rejected. There will be no exceptions. Responders submitting bids shall be responsible for all cost of preparing such.

Responders to this Request For Proposal shall closely examine the specific requirements noted herein and the attached Terms and Conditions and submit one (1) original document and four (4) copies. To ensure acceptance of the bid, the Bid number **(RFP# 01-03-21-2019)** should be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered. Send to:

Darlington County
Attn: Procurement Analyst
1 Public Square, Room 210
Darlington, South Carolina 29532
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License and Permits

The contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or Darlington County.

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V. Faxed or E-mailed bids will not be accepted by Darlington County

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.

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.

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 Darlington, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions.

The County reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in part such bid or bids as may be deemed in the best interest of the County. Darlington County reserves the right to reject any bid submitted, at sole option that the vendor may not be able to meet the service requirements of the bid.

XX. INCLEMENTAL 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.

This solicitation does not commit Darlington 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 Darlington 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. Darlington County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

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.

Definitions:

a) The terms "Proposer", "Offeror", 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 terms "Owner" and "County" refer to the County of Darlington, South Carolina.

c) Where the words "shall" or "must" are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.

d) 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 that those who cannot.

XXI. STATEMENT OF QUALIFICATIONS

Vendors shall also include the following qualifications:

1. Responsiveness to this Request For Proposal.
2. Names and contact information of three businesses for which contractor has provided, during the last three years, similar services.
3. References
4. Bidder shall disclose any current adverse business circumstances, including litigation that might adversely affect this project.

VI. EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The evaluation committee will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

A. Credentials, experience and demonstrated ability of the Contractor to perform. **(25 points)**

B. Ability to meet or exceed all technical requirements as stated in the scope of services. **(30 Points)**

C. Quality of Warranties. **(10 Points)**

D. Cost per square foot of the Construction of the Pre-Engineered Building: **(35 points)**

The evaluation committee will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The committee may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The committee may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

VII. PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

A. Credentials, experience and demonstrated ability of the Contractor to perform:

1. Experience of the firm and employees as it relates to the Scope of Services contained in this proposal.

2. Detailed description of similar projects within past five (5) years to include identification of problems encountered and solutions. Also include information on meeting schedule requirements and delivery within budget.

3. References: all offerors shall include, with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of the proposal as non-responsive.

B. Ability to meet or exceed all technical requirements as stated in the Scope of Services:

1. General elevation or image illustrating exterior/interior features of building.

2. General description/listing of standard features/systems including description or details of the building's skin, translucent panels, doors, structural system and roof etc.

3. The manufacturer and type of pre-engineered metal building.

4. Proposed schedule for project delivery including lead time on fabrication, onsite construction/installation time.

C. Quality of Warranties: Identify and provide all warranties that apply to pre-engineered metal building to include warranties on ground contact members, corrosion protection, paint coatings on the roof and wall systems, wind and labor.

D. Cost per square foot of the construction of the pre-engineered metal building.

VIII. INQUIRES AND ADDENDA

All questions concerning this bid are to be submitted in writing via fax, electronic mail, or regular mail to Portia E. Davis, Procurement Analyst, to the address listed below, no later than **March 11, 2019 by 1:00 PM**. 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. Please refer all questions in writing about this RFP to:

Darlington County
Attn: Procurement Analyst
1 Public Square, Room 210
Darlington, South Carolina 29532
Phone: (843) 398-4100
Fax: (843) 393-8539
E-mail: pdavis@darcosc.net

All inquiries and responses will be distributed to all vendors known to have received the solicitation document. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this quote.

Addenda

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This Request For Proposal represents the most definite statement Darlington County will make concerning information upon which quotes are to be based. Any changes to this bid will be in the form of a written addendum, which will be furnished to all vendors who are listed with the County as having received a request for bid document. *No addenda will be issued later than five (5) working days prior to the date for receipt for bid except an addendum which, if necessary, postpones the date for receipt of bid or cancels this bid.* Vendors shall acknowledge receipt of all addenda with their bid.

IX. GENERAL INFORMATION

1.0 Proprietary Information

The County of Darlington is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Invitation for Bid are subject to requirements of the Freedom of Information Act and may be deemed public records.

1.1 Errors and Omissions

The Responder will not be allowed to take advantage of any errors or omissions in the Invitation for Bid. Where errors or omissions appear in the Bid, the Responder shall promptly notify the County of Darlington in writing of such error or omission it discovers. Any significant error, omission and/or inconsistency in the specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.

1.2 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 Darlington County's requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either rewarded or a new solicitation issued.

1.3 Withdrawal of Bid

An official representative of a Responder may withdraw a Responder's response at any time prior to the proposal submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.

1.4 Non-Endorsement

If the County awards contract, the successful Responder shall not issue any news release or other statement relating to the award or servicing of the agreement which state or imply the County of Darlington's endorsement of the successful Responder's services.

1.5 Right of Refusal

Darlington County, South Carolina (the "Owner") reserves the right to reject any or all bids or to award or refrain from awarding the contract for the work, to request additional information, and to interview, whichever is deemed to be in the Owner's best interests. All submittals shall become the property of the Owner and are subject to the Freedom of Information Act (FOIA) regulations.

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.

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.

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.

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.

Material Safety Data Sheets

The County of Darlington 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.

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.

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.

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.

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 Darlington County in South Carolina is available on-line at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=SC20080033

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.

X. INSURANCE

The contractor shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on all policies of insurance except Worker's Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Darlington. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

A. Certificates for all such policies of insurance shall be provided by the **Contractor's** insurance agent or broker to the **County** within 10 working days from the date of Notice of Award.

B. **Contractor** will provide **County** a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

C. **Contractor** agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Comprehensive General Liability:
$1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:
Coverage A - State of SC
Coverage B - Employers liability
$1,000,000 Each Accident
$1,000,000 Disease, Per Employee
$1,000,000 Disease, Policy Limit

Policy shall contain a waiver of subrogation against the County of Darlington, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from this coverage will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.

XI. SURETY BONDS

The Contractor shall furnish separate ***bid, performance, and payment bonds*** to the county. Each bond shall set forth a penal sum in the amount not less than the Contract Price. The bonds furnished by the Contractor shall be in form suitable for the County and shall be executed by the surety, or sureties reasonably acceptable to the County. Within fifteen (15) calendar days after the intent to award, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the Contract: A performance bond satisfactory to the County, executed by a surety company authorized to do business in South Carolina with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the County, for the faithful performance of the Contract in strict conformity with the plans, specifications and conditions of the Contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract. A payment bond satisfactory to the County, executed by a surety company authorized to do business in South Carolina with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the Contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract.

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XII. 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.

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.

XIII. LOCAL PREFERENCES

A vendor shall be a resident of this county. If the vendor is an individual, partnership, or corporation that is authorized to do business within the state, an office must be maintained in Darlington County and all taxes assessed must be paid. During the bid evaluation process, any vendor who meets the criteria for local preference and the evaluation team feels that the county will gain value; will have their bid price reduced by 5 percent. ***The local vendor will be required to match the lowest bid submitted by the non-local responsive bid.*** If all bids received are local vendors; then the 5 percent preferences will not be calculated. (**Sec. 46-61)**

XIV. ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

XV. IRAN DIVESMENT ACT

Pursuant to the Iran Divestment Act of 2014, S.C. Code Ann. §§ 11-57-10, *et seq.*, the Executive Director of the State Budget and Control Board (SC State Fiscal Accountability Authority, Division of Procurement Services effective July 1, 2015) has published a list of persons determined to engage in investment activities in Iran. The list identifies entities that are ineligible to contract with the State of South Carolina or any political subdivision of the State, including state agencies, public universities, colleges and schools, and local governments. The Iran Divestment Act of 2014.

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Intent to Respond

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. Darlington 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 http://www.darcosc.com/departments/purchasing/index.php select Active Bid List of the current year and click on the solicitation.

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

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

Company Name: _____

Address: _____

_____

Contact Person: _____

Telephone: _____

FAX: _____

E-Mail: _____

Please return this completed form to Portia E. Davis, Procurement Analyst:

- **by e-mail to pdavis@darcosc.net**
- **or by FAX to (843)393-8539**

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MANDATORY RFP SUBMITTAL FORM

The undersigned, on behalf of the vendor, certifies that: (1) this Proposal is made without previous understanding, agreement or connection with any person, firm or corporation making an offer 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 proposal is entered (4) they have read the complete RFP understand all provisions: (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be the offeror's responsibility.

1. Name of Company submitting proposal _____
2. Contact Address: _____
3. Contact Person: _____
4. Telephone Number _____Fax Number_____
5. E-Mail address _____
6. Remittance Address: _____
7. Is your place of business located in Darlington SC? _____ Yes _____No
8. Total Proposal Cost: _____ Cost Per Square Foot: _____
9. Total Insurance Coverage: _____
10. Accounting Contact _____
11. Telephone Number _____Fax Number_____
12. E-Mail address _____

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Three (3) Customer References for 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:	

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

16. FEIN or Social Security Number: _____

17. 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.]

18. Does your individual or company structure require the filing of a Form 1099 to the IRS on the part of Darlington County, SC? ☐ **Yes** ☐ **No**

19. Will you honor the submitted prices for purchase by other departments within Darlington County and by other government entities who participate in cooperative purchasing with Darlington County, South Carolina?

    ☐ **Yes** ☐ **No**

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

21. 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**

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22. 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.

23. 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. 01-08-24-2017 were received.

24. 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.)

25. 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]

26. INFORMATION ONLY:

☐ Our company accepts VISA government procurement cards.

☐ Our company does not accept VISA government procurement cards.

27. Printed Name of person binding bid _____

28. Signature (X)_____

29. Date_____

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

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EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

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

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EVALUATION OF PROPOSAL

Credentials, experience and demonstrated ability of the Contractor to perform.	***25 %***
Ability to meet or exceed all technical requirements as stated in the scope of services.	***30%***
Quality of Warranties.	***10%***
Cost per square foot of the Construction of the Pre-Engineered Building:	***35%***