



Chester, South Carolina  
**REQUEST FOR QUALIFICATION**

**Solicitation:** RFQ 2324-21  
**Description:** Construction Services, Indefinite Delivery Contract  
**Using Governmental Unit:** Chester County Government  
**Procurement Officer:** Susan M. Cok  
**Issue Date:** Monday, April 22, 2024

**CLOSING DATE AND TIME:** Friday, May 10, 2024 @ 2:00pm

**EMAIL QUALIFICATIONS TO:** [scok@chestercountysc.gov](mailto:scok@chestercountysc.gov) Please put RFQ 2324-21 in the Subject Line.

<b>Return Proposal To:</b> <a href="mailto:scok@chestercountysc.gov">scok@chestercountysc.gov</a> Susan M. Cok Or send link via Dropbox.	<b>Express / Hand Carry To:</b> Chester County Government Office of Purchasing PO Box 580 / 1476 JA Cochran Bypass Chester, SC 29706
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**\*\*\* Solicitation Number and Opening Time must be shown on outside of sealed envelope \*\*\***

**NUMBER OF COPIES TO BE SUBMITTED:** 1 (One) original.

**PROCUREMENT FOR:** Construction Services, IDC

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

The Term "Offer" Means Your "Bid" or "Proposal"

*Susan M. Cok*

Susan M. Cok  
Contracts and Procurement Director

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

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

## SOLICITATION OUTLINE

- I. **Scope of Solicitation**
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  - A. **General Instructions**
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- III. **Administrative Rules for RFQ**
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- V. **Scope of Work / Specification**  
**May be Blank if Bidding Schedule / Cost Proposal Attached**
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### **I. SCOPE OF SOLICITATION**

It is the intent of the County of Chester South Carolina Purchasing Office to solicit qualifications for Construction Services, Indefinite Delivery Contract in accordance with all requirements stated herein.

### **II. INSTRUCTIONS TO OFFERORS**

#### **A. General Instructions**

##### **1.0 DEFINITIONS**

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

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

##### **2.0 COMPETITION**

**2.01** This solicitation is intended to promote competition. If any language, specifications, items and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Purchasing Office in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

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

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

### **4.0 ADMENDMENTS TO SOLICITATION**

**4.01** The solicitation may be amended at any time prior to opening. Bidders shall acknowledge receipt of any Amendment to this solicitation by signing and returning the Amendment, by letter, or by submitting a bid that indicates in some way that the bidder received the amendment.

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

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

### **6.0 DUTY TO INQUIRE**

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

### **7.0 QUESTIONS FROM OFFERORS**

**7.01** Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. The County seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition

### **8.0 RESTRICTIONS APPLICABLE TO OFFERORS**

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

## **9.00 PROPRIETARY/CONFIDENTIAL INFORMATION**

**9.01** Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

**9.02** All offerors must visibly mark as "Confidential" each part of their proposal, which they consider to contain proprietary information. **All unmarked pages will be subject to release in accordance with the guidelines set forth under Chapter 4 of Title 30 (The Freedom of Information Act) South Carolina Code of Laws and Section 11-35-410 of the South Carolina Consolidated Procurement Code.** Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute are:

1. Customer lists;
2. Design recommendations and identification of prospective problem areas under an RFQ;
3. Design concepts, including methods and procedures;
4. Biographical data on key employees of the offeror.

**9.03** MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.

## **10.0 SIGNING YOUR OFFER**

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

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

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

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

**10.05** An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs 13.02 through 13.04 above for each type of participant.

**10.06** If an Offer is signed by an agent, other than as stated in subparagraphs 12.02 through 12.04 above the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

## **11.0 DEADLINE FOR SUBMISSION OF OFFER**

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

**12.00 SUBMITTING YOUR OFFER OR MODIFICATIONS**

**12.01** Offers and offer modifications may be submitted via email to Susan Cok [scok@chestercountysc.gov](mailto:scok@chestercountysc.gov) or may be submitted in sealed envelopes.

(1) The RFQ number shall be listed in the Subject Line of the email.

ALL MAIL IS PICKED UP FROM THE US POSTAL SERVICE ONCE DAILY AROUND 1:30 PM (EXCLUDING WEEK-ENDS AND HOLIDAYS).

**13.0 PUBLIC OPENING**

**13.01** Offers will not be publicly opened for the RFQ at the date / time and at the location identified on the Cover Page, or last amendment, whichever is applicable. Proposals received one minute after the designated time will be considered late and will be rejected. Due to the possibility of negotiating with any offeror submitting a proposal which appears to be eligible for contract pursuant to the section criteria set forth in this Request for Qualification (RFQ), prices will not be divulged at time of opening.

**14.0 AWARD**

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

**15.0 AWARD NOTIFICATION**

**15.01** Notice regarding the County's intent to award a contract will be posted on the County Website.

**16.0 PROTESTS**

**16.01** Any prospective bidder, offeror, Consultant/Subconsultant, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest in writing within fifteen (15) days of the date of issue of the applicable solicitation document at issue. Any actual bidder, offeror, Consultant/Subconsultant, or subcontractor who is aggrieved in connection with the intended award or award of contract shall protest within fifteen (15) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the Contracts and Procurement Director, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided §11-35-4210] Direct all correspondence to Chester County Government, Attn: Contracts and Procurement Director, PO Box 580, Chester South Carolina, 29706.

**B Special Instructions**

**1.0 PRE-PROPOSAL CONFERENCE – NOT REQUIRED**



**2.00 SUBMISSIONS OF QUESTIONS**

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

Please respond, in writing, no later than **Friday, May 3, 2024 @ 12:00 pm**, any questions you have regarding this Solicitation. Written responses should be directed to Susan M. Cok by email at [scok@chestercountysc.gov](mailto:scok@chestercountysc.gov).

### **3.0 ADDITIONAL INFORMATION INQUIRIES**

**3.01** All inquiries concerning this RFQ should be directed to:

Susan M. Cok,  
Contracts and Procurement Director  
PO Box 580  
Chester, SC 29706  
(803) 581-2829

## **III. ADMINISTRATIVE RULES FOR THE RFQ**

### **1.00 TERMINOLOGY**

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

### **2.00 AMENDMENTS**

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

### **3.00 DISCUSSIONS/NEGOTIATIONS**

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

### **4.0 PREPARATION OF PROPOSAL:**

#### **4.01 PROPOSAL FORMAT**

Your proposal should be in the following order:

- (1) Name and contact information of person responsible for the proposal
- (2) Proposal
- (3) Compensation

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

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

- 4.04 (This only pertains to those that will not email their qualifications.) Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- 4.05 If your proposal includes any comment over and above the specific information requested in our Request for Qualifications, you are to include this information as a separate appendix to your proposal.
- 4.06 Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFQ document, including any attachments and amendments, and the successful offeror's signed proposal. In the event of a conflict between the two documents, the RFQ will govern.

## **5.00 CORRECTIONS MADE BY OFFEROR**

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

## **6.00 COUNTY RESPONSIBILITY TO PROPOSAL**

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

## **7.00 OFFERERS RESPONSIBILITIES**

- 7.01 Each Offeror shall carefully examine all RFQ documents and thoroughly familiarize itself with all requirements prior to submitting a proposal. Should an Offeror find discrepancies, ambiguities, or omissions in proposal documents, or should the Offeror be in doubt as to their meaning, Offeror shall at once request written clarification from the Contracts and Procurement Director. The person submitting the Proposal shall be responsible for its prompt delivery. Any interpretation or clarification of the proposal documents will be made in writing to all persons
- 7.02 Before submitting a proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this proposal. Failure to make such investigations and examinations shall not relieve the successful Offeror from the obligation to comply, in every detail, with all provisions and requirements of the request for proposal.
- 7.03 No proposal will be considered from any firm or individual that has failed to perform acceptably on any other contract with the County.
- 7.04 If the Offeror is a corporation, the proposal shall be signed in the name of and under the seal of the corporation by a duly authorized officer of the corporation with the designation of the signor's official capacity. The proposal shall show the state in which the corporation is chartered, and, if that state is other than South Carolina, the proposal shall show that the corporation is authorized to do business in the state of South Carolina. If the Offeror is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person who is duly authorized to bind the partnership. The signor's official capacity and authority shall be shown. If the Offeror is an individual or sole proprietorship, the proposal shall be signed by the individual in person, stating the name or style under which the Offeror is doing business. In any case, the proposal shall show the current business address of the Offeror, which is to be used for receiving communications from the County.

## **8.00 WITHDRAWAL OF PROPOSALS**

- 8.01** An Offeror may withdraw his proposal without prejudice to himself not later than the day and hour set in the advertisement for receiving proposals, by communicating the purpose in writing to the Contracts and Procurement Director, [scok@chestercountysc.gov](mailto:scok@chestercountysc.gov). When received, said proposal surety, if applicable, will be returned to the Offeror. Notification of withdrawal is the sole responsibility of the Offeror.

## **9.00 MINIMUM QUALIFICATIONS:**

- 9.01** The County reserves the right to determine whether Offerors have the minimum qualifications to complete the project. The determination by the County concerning Offeror qualifications shall be final. Chester County reserves the right to require pre-qualification from potential bidders in order to short-list the invitation to bid.

## **10.00 REJECTION OF OFFERS**

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

## **11.00 EVALUATION OF PROPOSALS**

- 11.01** An evaluation committee will be established in order to review and evaluate all proposals submitted in response to this Request for Proposal. The committee shall conduct a preliminary evaluation of all responsive technical proposals. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the Contracts and Procurement Director to make oral presentations to the Evaluation Committee. This committee will then conduct a final evaluation of the offerors. The Contracts and Procurement Director shall then negotiate a proposed contract with the highest qualified offeror. At the time the proposed contract is negotiated, the offeror and the Evaluation Committee may negotiate any changes desired in the Request for Proposal if deemed in the best interest of the County of Chester. If a satisfactory proposed contract cannot be negotiated with the highest qualified offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified offeror and so on. The Committee will make appropriate recommendation to the Chester County Council prior to actual award of contract. In evaluating the proposals, the County reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the offeror deemed to best serve the interests of the County; and adopt any part or all of a proposal if it is judged in the best interests of the County.
- 11.02** Each proposal will be evaluated on the content of the offeror's proposal, i.e., the burden of information clarification and research rests solely on each offeror's effort and will be considered a reflection of interest and efficiency.
- 11.03** During the review process, the review panel shall have the right to request from offerors any other information or evidence which it deems necessary for evaluation of the proposal and relevant to any one or more of the stated evaluation factors. The failure of an offeror to promptly provide such requested information or evidence shall be sufficient grounds for determining the offeror to be non-responsive and for rejection of the proposal.
- 11.04** The County reserves the right to contact an offeror for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the offeror that is deemed appropriate and would assist in the evaluation.
- 11.05** Proposals, which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of the Request for Proposal, will be classified as "acceptable". Proposals found not to be acceptable will be classified, as "unacceptable" and no further discussion concerning it will be conducted.



**12.00 EVALUATION CRITERIA**

**12.01** The County of Chester intends to award a contract resulting from this request for proposal to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the County taking into consideration price and other evaluation factors set forth herein; however, the right is specifically reserved to reject any and all proposals. Chester County shall be the sole judge of whether or not a proposal meets the requirements of this Request for Proposal.

**12.02** Proposals will be reviewed and evaluated by the review panel based upon the evaluation factors, in addition to price, which are listed below:

1. Firms Qualifications
2. Project Experience (References)
3. Project Understanding
4. Presentation of Proposal
5. Qualifications of personnel assigned to the project.

**13.00 DISCUSSIONS WITH RESPONSIVE OFFERORS:**

**13.01** Discussions may be conducted with responsive offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the request for proposals

**14.00 ORAL PRESENTATION**

**14.01** Each offeror who submits a response to this Request for Proposal *may* be required to make an oral presentation of the submitted proposal to the County. Such presentations provide an opportunity for the offeror to clarify the proposal, to ensure mutual understanding, and will in no way change the offeror's original proposal. Subsequent travel expense by the offeror will be at the offeror's expense.

**14.02** Offerors are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the Contracts and Procurement Director, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested

**15.00 NOTIFICATION OF INTENT OR STATEMENT OF AWARD:**

**15.01** In order to receive a copy of the Notification of Intent to Award or Statement of Award you must email the Contracts and Procurement Director. Notification will not automatically be provided.

**16.00 UNSUCCESSFUL OFFERORS:**

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

**17.00 RIGHT TO PROTEST:**

**17.01** Any prospective offeror or Consultant/Subconsultant, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Contracts and Procurement Director within fifteen (15) days of the date of issuance of the Requests for Proposals or other solicitation

documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual offeror or Consultant/Subconsultant, who is aggrieved in connection with the intended award or award of a contract shall protest in writing to the Contracts and Procurement Director within fifteen (15) days of the notification of intent to award or statement of award.

## **IV. TERMS AND CONDITIONS**

### **1.0 AFFIRMATIVE ACTION**

**1.01** The Consultant/Subconsultant will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

### **2.0 ASSIGNMENT**

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

### **3.0 CONTRACT ADMENDMENTS**

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

### **4.00 COMPLIANCE WITH LAWS**

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

### **5.00 FORCE MAJEURE:**

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

### **6.00 INDEMNIFICATION**

**6.01** The Consultant/Subconsultant and any of its Subcontractors shall indemnify, defend, hold harmless and reimburse the County, its agents, officers and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever, relating to

or arising out of any action or failure to act, by the Consultant/Subconsultant, its subcontractors, officers, agents and employees, or relating to or arising out of the performance or failure to perform by the Consultant/Subconsultant, its subcontractors, officers, agents and employees of any of the obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, a taking, whether direct or indirect (inverse), loss of use and/or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs and attorney's fees for an appeal.

**7.00 LEGAL OR CONSULTANT SERVICES:**

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

**8.00 PAYMENT FOR GOODS & SERVICES:**

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

**9.00 PRIME CONSULTANT/SUBCONSULTANT RESPONSIBILITY:**

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

**10.00 RECORDS RETENTION & RIGHT TO AUDIT:**

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

**11.00 SC LAW CLAUSE**

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

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

**12.00 SUBCONTRACTING:**

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

**13.00 TERMINATION**

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

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

**14.00 OFFEROR RESPONSIBILITY**

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

**15.00 OWNERSHIP OF MATERIAL**

**15.01** All Proposals submitted in response to this document become the property of the County of Chester. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the County upon award of contract. Ownership of all data, material and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County. Offerors not awarded a contract under this solicitation, may request return of excess copies of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the offeror. If Federal Express, UPS, or other shipping number is not received with request, all excess copies will be destroyed.

**16.00 SOUTH CAROLINA SALES TAX:**

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

**17.00 PROHIBITION OF GRATUITIES**

**17.01** Section 8-13-420 of the 1976 Code of Laws of South Carolina states in part as follows: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee, or such public official solicits or accepts such compensation to influence his action, vote or judgment shall be subject to the punishment as provided by Sections 16-9-210 and 16-9-220. "Gratuities in any form are strictly prohibited.

**V. SCOPE OF WORK/SPECIFICATIONS**

Chester County, SC is requesting statements of qualifications from Construction Firms to provide Construction Services for various projects using C-Fund monies. Pursuant to Section 11-35-3310 (a) Chapter 35 of the South Carolina Consolidated Procurement Code. This contract will be an indefinite delivery contract for a two (2) year period. Please also see RFQ 2324-20.

The contract will consist of but not limited to all aspects of construction services, material sampling and testing, environmental compliance, work zone monitoring, certified erosion prevention and sediment control inspections, and other inspections as needed.

\*\*\*Please include pages 1, 14 & 15 of this document in your qualifications package. We prefer to receive the qualifications via email to Susan Cok [scok@chestercountysc.gov](mailto:scok@chestercountysc.gov). You can send me a link via Dropbox as well.

If you prefer to mail, UPS, etc., be sure the bid number and your company name are shown on the outside of the package.

**VI. CALENDAR OF EVENTS**

<b>SOLICITATION AVAILABLE TO VENDORS</b>	<b>Monday, April 22, 2024</b>
<b>OFFEROR's QUESTIONS DUE</b>	<b>Friday, May 3, 2024 @ <u>12:00 pm</u></b>
<b>OFFEROR's QUESTIONS ANSWERED</b>	<b>Monday, May 6, 2024</b>
<b>DEADLINE FOR RECEIPT OF OFFERS</b>	<b>Friday, May 10, 2024 @ 2:00 PM</b> <b><u><a href="mailto:scok@chestercountysc.gov">scok@chestercountysc.gov</a></u></b> Chester County Government Office of Purchasing 1476 J.A. Cochran Bypass Chester, SC 29706
<b>HIGEST RANKED PROPOSAL SELECTED (If RFQ)</b>	<b>TBD</b>
<b>PRESENTATION TO COUNCIL</b>	<b>TBD</b>

**VII EXHIBITS**

**NON-COLLUSION AFFIDAVIT**

STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

\_\_\_\_\_, deposes and says that:

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

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

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

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

Signature \_\_\_\_\_

Company \_\_\_\_\_

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

**CERTIFICATE OF FAMILIARITY**

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

\_\_\_\_\_  
Company Name as registered  
with the IRS

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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