



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

POST OFFICE DRAWER 1228 ♦ BEAUFORT, SOUTH CAROLINA 29901-1228
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REQUEST FOR PROPOSAL NO: 090115

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CLOSING DATE AND TIME: September 1, 2015, 3:00 pm

TITLE: Request for Proposal to provide Architectural Design and Construction Services for Class A Burn Annex and Training Tower for the Bluffton Township Fire District

You are invited to submit a Request for Proposal (RFP) in accordance with the requirements of this solicitation which are contained herein. A non-mandatory pre-proposal meeting will be held on the August 4, 2015, at 2:00 p.m., at 106 Industrial Village Road, Building #2, Beaufort, SC 29906. All questions shall be directed to David L. Thomas, CPPO. The last day to ask questions shall be no later than the date shown in Section V Submittal Requirements. Contact shall be via email at dthomas@bcgov.net or telephone at 843-255-2350. This document is also posted on the Beaufort County website, www.bcgov.net, under "Current Bid Opportunities" on the homepage. Addenda shall also be posted as this solicitation progresses through the qualification process.

In order for your Request for Proposal to be considered, it must be submitted to the Purchasing Department no later than the date and time indicated at which time respondents to this request will be recorded in the presence of one or more witnesses. Request for Proposals received by the Purchasing Department after the time specified will be returned to the Offeror unopened. Due to the possibility of negotiation with all Offerors, the identity of any Offeror or the contents of any RFP shall not be public information until after the contract award is made; therefore, the public **is not** invited to the Proposal closing.

The RFP must be signed by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the statement is firm for a period of at least one year from the closing date of submission. **Documents must be submitted in a sealed opaque envelope/container showing the above proposal number, closing date, and title.**

All submittals received in response to this Request for Proposal will be evaluated by the Beaufort County Selection Committee, based upon the established qualification requirements / evaluation criteria for selection. This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a RFP, or to procure or contract for the services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified Offerors, award multiple contracts, or to cancel in part or in its entirety this solicitation, if it is in the best interests of the County to do so.

BEAUFORT COUNTY

David L. Thomas, CPPO
Purchasing Director

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Section I **Background Information**

The Bluffton Township Fire District is a full service fire department providing service to all areas of Southern Beaufort County with the exception of Hilton Head Island and Daufuskie Island. The District covers a geographical area of approximately 250 square miles with eight (8) strategically located fire stations. The District is a career fire department with 129 full-time personnel. The District responded to 5,193 emergency incidents in 2014. The District currently operates eight (8) engine companies, one (1) truck company, and one (1) service/support unit. Three (3) of the engine companies are staffed as Advanced Life Support (ALS) engines.

Section II **Scope of Work**

Although the economy has slowed, the Bluffton Fire District still has the potential to expand. Prior to the economic slowdown, Bluffton had an annual growth rate of approximately 20%. At that time, the Bluffton Township Fire District realized its emergency services need to expand with the growth. For this reason, the five-year plan for the District indicated at least five (5) additional fire stations and a training facility would be required to adequately provide service to our citizens. As the slowdown occurred, all projects were placed on hold, not due to a lack of revenue for the design and construction of the projects, but due to a lack of revenue required for staffing the stations.

Therefore, the District re-evaluated its plan and decided to concentrate on strengthening and updating its current facilities. At this time, the District has rebuilt one its oldest stations and remodeled another to the sum of \$2,950,000 dollars for both projects.

The District has 111 line firefighters that must meet and maintain skills that are imperative to its daily operation of emergency responses. The District also realizes that it must meet ISO requirements that help maintain affordable insurance rates. Therefore, the District is ready to construct a training facility to maintain requirements for years to come. The current facility is located on property that is not owned by the District. It consists of 4 shipping containers that are aligned to create a training area that allows for fire, search, ladder and hose drills. The containers are not conducive to create a sense of realism when conducting these drills. The District will be considering a 4 story training building with several burn areas within the structure, exterior stairwell, rappelling area and a diverse building that will meet the changing training needs of the fire district.

The new facility will be located approximately 3 tenths of a mile from its current location of Ulmer Road to #199 Burnt Church Road. This location is a 9.2 acre tract of land that the District owns. This parcel of land is wooded except for approximately 3 acres where Bluffton Fire Station #30 is located. The district currently is in the process of breaking ground on a new vehicle maintenance facility on the same location. The training facility schedule will be adjusted in accordance with the progress of the maintenance facility progress.

Section III **Purpose**

The Bluffton Township Fire District invites written proposals from qualified manufacturers and suppliers of Class A Burn Buildings and Training Towers.

The Bluffton Township Fire District desires to purchase a Class A Burn Building and Training Tower to be used to provide training for fire fighters and leaders in controlled environments, which replicate actual conditions.

The Class A Burn Building and Training Tower proposed by offerors shall meet or exceed the requirements of the specification contained in this document. It is the intent of this RFP to engage a manufacturer or supplier with the development of technical specifications for a Class A Burn Building and Training Tower to meet the needs of the Bluffton Township Fire District.

Bluffton Township Fire District will select the manufacturer/supplier that most closely, in their opinion, meets the needs for the District. There is no requirement for acceptance based on the lowest cost offered for the fire training buildings.

Section IV **Process Parameter**

Beaufort County (hereinafter referred to as "County") seeks Request for Proposal to provide the necessary materials and construct a Bluffton Fire Training Building. The County envisions the following will occur.

- The County will select a single vendor to provide a "turn-key" building on property own by the fire District. The fire District is already under contract with another vendor constructing a maintenance facility on a portion of the same property. The successful vendor will be expected to coordinate, as necessary, with the other vendor.
- The vendor will be chosen based upon the selection criteria, to include the experience of the members of the proposed vendor, qualifications of the vendor, and their small / minority business outreach plan*, and the financial strength of the companies represented by the proposed vendor and general conditions costs.

***Small and Minority Business Outreach Plan**

Beaufort County recognizes that the South Carolina General Assembly, in South Carolina Code of Laws Section 11-35-5210, has declared that businesses owned and operated by minority persons have been historically restricted from full participation in our free enterprise system to a degree disproportionate to other businesses; and that it is in the state's best interest to assist minority-owned businesses to develop fully as a part of the state's policies and programs which are designed to promote balanced economic and community growth throughout the state.

Beaufort County policy prohibits any and all discrimination against persons or businesses in pursuit of procurement opportunities with the County. Beaufort County wishes to ensure that those businesses owned and operated by minorities are afforded

the opportunity to fully participate in its overall procurement process for goods and services. Further, Beaufort County seeks to ensure that its small businesses are likewise afforded the same participation opportunity as minority businesses.

Consequently, the County will require the vendor to include with its Qualifications Statement a “small and minority business outreach plan” that should address, at a minimum, the following:

- Provide a description of the strategies, approaches, and specific steps that it will take to utilize small and minority businesses (SMBs) on this project:
 - Include the name and title of the person responsible for administering the SMB business outreach plan during the pre-construction and construction phases;
 - Describe the methods for identifying and contacting SMBs (such as advertising through media outlets, government agencies, industry associations, referrals, and/or relationships);
 - Describe any specific actions that will use to develop subcontract requirements (such as task breakdowns and delivery schedules) that encourage and permit maximum participation by SMBs;
 - Include a list of anticipated SMBs (company name, address, point of contact, telephone number, and e-mail address); and
 - Describe how the vendor will ensure successful implementation of the SMB business outreach plan during the construction phase, to include the team’s process for monitoring and ensuring prompt payment to any subcontractors.

Notes:

- (1) For a listing of SMBs, you may utilize the business directories provided by the South Carolina Governor’s Office of Small and Minority Business Assistance (OSMBA) and/or the South Carolina Department of Transportation (SCDOT):

OSMBA Small and Minority Business Directory:

<http://www.govoep.state.sc.us/osmba/directory.html>

SCDOT Small Business Enterprise Directory:

http://www.scdot.org/doing/doingPDFs/businessDevelop/SBE_Program_Directory.pdf

SCDOT Disadvantaged Business Enterprise Directory:

http://www.scdot.org/doing/doingPDFs/businessDevelop/UCP_DB_E_Directory.pdf

A listing of such local businesses can be obtained by e-mailing a request to: **compliance@bcgov.net**

- (2) SMBs submitting as an Offeror for this solicitation must also submit a business outreach plan.

- The County desires a single contract with one vendor rather than separate contracts with

each company represented by the proposed team.

- The vendor will then work with the County and Bluffton Fire District to prepare the design program and preliminary floor plans, building elevations and site plan for the County's approval.
- Once the County has approved the preliminary plans, the vendor will prepare a guaranteed maximum price (GMP) estimate for the project for review by the Fire District. Once the GMP estimate is approved, the vendor is at risk to design and deliver the project at or below the agreed to budget.
- During the design phase, the vendor will meet frequently with the County for approval of the design as it progresses.
- The vendor is also responsible for managing the approval process, pre-construction and construction schedule and managing and coordinating the whole project delivery process.

Intent of Specifications

It shall be the intent of these specifications to cover the furnishing and delivery of one (1) complete NFPA 1403 compliant Class A Burn Annex and Training Tower. These detailed specifications cover the requirements as to the type of construction, finish, equipment, and tests to which the Burn Annex and Training Tower shall conform. Minor details of construction and materials, which are not otherwise specified, are left to the discretion of the manufacturer, but must meet the approval of Bluffton Township Fire District.

REFERENCES

National Fire Protection Association (NFPA)

- NFPA 1402 – Guide to Building Fire Training Centers
- NFPA 1403 – Standard on Live Fire Training Evolutions

American Iron and Steel Institute (AISI) Publication:

“Specification for the Design of Cold-Formed Steel Structural Members”

American Institute of Steel Construction (AISC):

“Manual of Steel Construction:, Allowable Stress or Load and Resistance Factor Design, latest edition

American Society for Testing and Materials (ASTM) Publications:

ASTM A-36 “Standard Specification for Carbon Structural Steel”

ASTM A-123 “Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products”

ASTM A-653 “Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process”

ASTM A924 “Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process”

AWS D1.1 – Structural Welding Code – “Steel”

Steel Deck Institute (SDI):

SDI 30 – “Design Manual for Composite Decks, Form Decks, Roof Decks”; Steel Deck Institute, Inc.

Occupational Safety and Health Standards (OSHA):

29 CFR 1910.23 – “Guarding Floor, Wall Openings, and Holes”

29 CFR 1910.24 – “Fixed Industrial Stairs”

29 CFR 1910.27 – “Fixed Ladders”

GENERAL:

The tower shall utilize a structural steel frame system and curtain wall design. Structural framing systems are considered the norm for high-rise and commercial structures. The curtain wall/exterior wall panel design produces an ideal buffer or protection between the main structural frame and any exterior elements, so that if an exterior wall panel is damaged (i.e., fire truck hits the side of the tower) no structural damage is likely to occur.

STRUCTURAL INTEGRITY:**CODE COMPLIANCE:**

The building’s primary structural and seismic design shall be in accordance with Beaufort County building code requirements. Due to the nature of the intended use of these training towers, the stair design, the means of egress, fire wall requirements as well as other construction issues, are not expected to satisfy the criteria of buildings intended to accommodate public occupancy. This simulator shall meet all applicable NFPA and OSHA standards.

MATERIALS:

All materials shall be new and shall conform to applicable ASTM specifications. All structural or nonstructural materials used, 10 gauge or less in thickness, whether exposed or not to the elements shall be hot-dipped galvanized. When any mention of galvanized is noted within these specifications, it shall be implied to mean hot-dipped galvanized. Any exposed material which is not galvanized, shall be given one coat of shop paint.

FASTENERS:

All fasteners utilized with galvanized steel panels not exposed to the elements shall be electro-galvanized. All exterior fasteners shall be furnished with a contained EPDM washer under the head for sealing. Structural columns and beams shall be field bolted with (A325) 5/8” diameter electro-galvanized bolts or larger. Anchor bolts shall be furnished by the concrete contractor, unpainted and of the size specified on the anchor bolt plan.

WEATHER SEALING:

All joints in weather tight areas are to be sealed with tape caulk or foam closures as specified on

the building plan.

ROOF SYSTEMS:

Roofs shall be decked with 30" or 36" wide, 18 ga. unpainted galvanized 18 gage steel deck per ASTM A-653, class G60 with recessed fasteners and shall meet the stated design load. Panels must have 6" on center cell spacing with an actual 4 ¼" flats with an actual 1 ¾" wide recesses and a maximum of 1 ½" deep recesses. Panels must be roll formed.

EXTERIOR WALL SYSTEM:

Wall panel/curtain wall system shall provide for a concentrated rappelling/ladder load of 890 pounds while the primary structural framing supporting this wall system shall provide for a concentrated point load of 2300 pounds. Rake trims, parapet rake trims, and window opening sill trim corners shall be beveled to prevent rope chafing, personal injury, or equipment damage.

WALL PANELS:

The exterior wall panels shall be essentially flat to allow for safe laddering and rappelling anywhere on the simulator. The exterior wall panels shall be of 18 ga. hot-dipped galvanized steel per ASTM A-924, class G-90. Exterior walls panels shall be painted from the customer's choice of the manufacturer's available colors.

The interior wall panels shall be corrugated for added strength and durability. The interior wall panels consist of hot-dipped galvanized steel per ASTM A-924. The interior wall panels shall have a ¾" deep maximum corrugation at 3 ½" on center and shall be set in the vertical plane. Interior wall panels shall be painted white.

Painted wall panels (interior and exterior) shall be manufactured from coil coated steel meeting ASTM A-924, hot-dipped galvanized, and painted with a paint system on both sides of the panel. The base coat shall be a 0.2 to 0.25 mil coat of a polyurethane primer. The topcoat shall be a 0.7 to 0.8 mil coat of silicon protected polyester on the face side. The paint, on both sides of the panel, is to be baked on. The finished surfaces are to have a light wax coating applied after painting.

SECONDARY WALL FRAMING:

Wall framing shall be of conventional steel stud construction. Studs are to run vertically to represent common stud construction. Stud size, spacing and gage shall be determined by the design engineer, and shall accommodate all design criteria stated in other sections of this specification. All rough openings shall be framed in the conventional manner and provide fastening surfaces for all interior and exterior finishes and trims as provided with the building system.

SECONDARY ROOF FRAMING:

Roof framing shall be of conventional steel joist construction. Joists are to be spaced as specified by the design engineer and shall have a maximum span length of 14 ft. All rough

openings shall be framed in the conventional manner and provide fastening surfaces for all floor and roof decks as provided with the building system.

WINDOW & DOOR LOCATIONS:

Window and door locations indicated on the drawings are suggested only. All such openings are to be field cut and with the exception of the stair wall, may be located according to preference.

WINDOW SHUTTERS:

All window openings shall be provided with a swinging shutter of the proper size for the opening. Framed opening studs/jambs shall be determined by the design engineer. All framed window openings shall be hot-dipped galvanized coated steel, single leaf closure. All shutters shall be provided with a galvanized hold open latch. Window closures shall be constructed with a recessed lip perimeter and welded construction. The windows shall be designed to provide an overlap to the interior or exterior to minimize outside light.

All burn room shutters shall have 1" thick insulation panel mounted on the inside of the burn room in addition to the standard shutter including the operating lever latch. Continuous stainless steel hinges shall be welded to the shutters and field-drilled for mounting.

Each framed opening shall be provided with drip lip header.

All shutters shall have an operating lever latch with handles on the inside and outside of the shutter. All shutters accessible from the ground shall have a key lock lever and shall be keyed alike.

DOORS:

Doors for all areas except for burn areas shall be double skins of 18 ga. galvanized steel (total thickness), per ASTM A-924, and shall be insulated hollow metal swing doors with 3 stainless steel ball-bearing hinges and full weather stripping. Framed opening studs/jambs shall be 16 ga. galvanized steel. This 1 3/4" thick door shall have a baked-on enamel finish and will include a lockset. Locksets shall meet ANSI A156.2 Series 4000 Grade 2 certifications and shall be keyed alike. Doors on 1st floor mounted at top of curb shall include a door sweep to allow for hose advancement even when door is closed to exterior of tower.

Doors for the burn areas shall be made with double skins of 18 ga. galvanized steel per ASTM A-924 with four heavy-duty hinges. The hinges shall be ball-bearing swaged mortise mount, 4" x 4" x 5/32" thick stainless steel, commercial grade. Doors will be provided as a 1-3/8" thick factory welded hollow metal assembly with a minimum of 3 vertical interior hat channel stiffeners and a 14 ga. hinge reinforcement. A hollow metal welded assembly shall be used to prevent premature temperature warping that occurs on single sheet doors. Galvanized doors are required to prevent premature rusting. Framed opening studs/jambs shall be 16 ga. galvanized steel. Doors shall be provided with a galvanized hold open latch, a 6 1/2" door pull, and an adjustable spring closure. Door sweep is to be provided to allow hose advancement even when door is closed to exterior of burn room. In addition, burn room doors shall be

protected with 1" thick insulation panels mounted on the inside of the burn room.

PARAPET WALLS:

Parapet walls, if utilized, shall be designed to resist a load of 50 lb/ft and a concentrated point load of 200 lbs in any direction at the top. This wall shall incorporate a minimum of 12 ga. galvanized studs at one foot on center with 18 gage wall panels installed on both sides. The parapet shall incorporate an integral draining system that provides for uniform drainage without the need for a concrete roof covering.

SECONDARY FLOOR SYSTEM:

Interior decks shall be of six inch wide, unpainted 18 ga. slip resistant galvanized steel per ASTM A-924, A-60 with recessed fasteners and shall meet the stated design load. Panels must have nominal 5" flats with a maximum 1" wide by 1" deep recesses (maximum 1" recess is required to prevent potential injuries). Panels must be brake formed at 90 degrees and provide inside radiuses no greater than 1/8". All floor and roof decks shall be framed with light gage steel "C" joists spaced determined by the design engineer, and shall have a maximum span length of 14 ft. Joists size, spacing and gage shall be determined by the design engineer, and shall accommodate all design criteria stated in other sections of this specification. Concrete floor covering is required in non-burn room areas. Toe kicks shall be installed around the entire perimeter of each floor to prevent potential injuries due to exposed openings to floor below.

Concrete floor covering can be specified for the entire floor system while still maintaining stated design live loads. All burn room areas shall have concrete floor covering as specified below. If concrete floor covering is specified, the concrete shall be a minimum of 1 1/2" thick and shall be fiber reinforced. The concrete shall be pitched toward exterior walls and doors. Even with concrete covering, the steel floor panels, located below, shall alone be designed to carry all of the required loads and shall still be a minimum of 18 ga. thick galv. steel. Concrete is prone to damage in high temperature burn areas and in unheated structures due to freeze/thaw conditions, therefore concrete cannot be used to increase the design strength of the steel floor panels/decks in fire training structures.

STAIRS AND ACCESSORIES:

Stair widths shall be 3'-8" wide and shall include handrails, guardrails, and steel bar grate approach landings. Stringers shall be plate, treads and platforms of bar grate risers to be open. Bar grate treads (19W4 x 1" deep) are to be factory attached to the stringers and shall include a diamond plate nosing. Stairs shall be designed to resist a minimum loading of 100 psf and a minimum concentrated load of 300 lbs at the center of any treadspan.

Handrails and guardrails shall consist of schedule 40 - 1 1/4" i.d. (1.66" o.d.) round pipe and the openings between rails shall not exceed 12" (minimum of three horizontal rails required). Handrails and guardrails shall be designed to resist a concentrated point load of 200 lbs in any direction at the top. Handrails shall be an all factory welded assembly. Guardrails shall have a factory welded post assembly to allow for the attachment of horizontal rails and shall be a minimum of 42" high. Rail extensions are not to be utilized.

Stairs, stringers, handrails, guardrails, bar grating, ladders, and platform frames shall be hot-dipped galvanized per ASTM A-123. All welds, holes, cutting, and bending must be made prior to hot-dip galvanizing.

NOTE:

Below are potential features and is not meant as an all inclusive building description.

POTENTIAL FEATURES/COMPONENTS

TOWER SECTION – 22'W x 12'L x 40'H

Flat Roof

Wind Load – 135 MPH

Roof live load – 100 PSF

Floor live load – 100 PSF

3' x 4' window openings with steel shutters (2 per floor level)

3' x 7' Exterior Steel door

2' x 4' Roof Hatch

Brass Siamese Fire Department Connection (NST Thread) with 4" Riser to 4th Floor

Sprinkler system: 2 heads

4- Forged Swivel Rappelling Anchors

Fan/Belt Driven Sidewall Exhauster

Fire Escape with (3) Doors on the 2nd, 3rd and 4th Floor

Interior stairs to the uppermost floor level

Interior fixed ladder, uppermost floor level to the roof

Parapet roof guard with integral roof drainage to the exterior of the building. Openings in the parapet roof guard shall be equipped with a chain type safety barrier.

RESIDENTIAL SECTION – 22'W x 34'L x 24'H

16 degree double pitched, gabled roof

Wind load – 135 MPH

Roof live load – 100 PSF

Deck live loads – 100 PSF (including attic area)

Parapet Roof Guard with Chained Opening

Interior Stairs to 2nd Floor

Roof Ladder Fender Brackets

Ladder Hook Bar(s)

3' x 4' window openings with steel shutters (2)

6' x 4' window opening with steel shutters (1)

3' x 7' exterior steel door (2)

3' x 7' interior steel door

4' x 4' roof chop-out curbs, 12 ga. galvanized. (2)

2nd Floor Burn Room

Burn Area in Attic

Insulation System

Temperature Monitoring System

BURN ROOM (ANNEX) – 22'W x 14'L x 10'H

½" in 12" single pitch roof
Wind load – 135 MPH
Roof live load – 100 PSF
3' x 4' window openings with steel shutters (2)
3' x 7' exterior steel door (2)
3' x 7' interior steel door
Insulation System
Temperature Monitoring System

INSULATING SYSTEM & ACCESSORIES

Note: The purpose of this section is to allow each manufacturer to promote their insulating systems. The goal of the Bluffton Township Fire District is to be able to burn inside each burn room and have the surrounding frame and wall systems to be protected.

The insulating system must protect during high temperatures. The system must be able to protect interior walls, ceilings, doors and windows of the burn rooms as specified according to manufacturer recommendation.

The insulating system shall be rated for 2300 degrees F, withstand a constant temperature of 1200 degrees F and shall be unaffected by the application of water. The insulation system shall not crack or break, shall be free from asbestos, and shall not produce toxic byproducts in the course of the intended use.

The insulating system shall not be restrained from expanding at high temperatures, but rather the integral system shall be designed to accommodate the panel movements without creating any buckling or warping of the panels. All panels and trims shall be screw attached to allow for easy maintenance or inspection without disrupting the systems ability to move; welded panels are not allowed. Trims are to be designed to accommodate thermal expansion either through the use of slip connections or planned deformations.

Temperature Summary

1. Maximum safe training temperature is 1200 degrees F (continuous)
2. Maximum service temperature for the insulation panels (doors and window shutters) is 1200 degrees F (continuous)
3. Maximum service temperature of the wall and ceiling insulating systems is 1850 degrees F (continuous)
4. Maximum insulating blanket service temperature is 2300 degrees F (continuous)

Three temperature sensing devices/thermocouples are to be provided for the interior of the burn rooms. Ceiling thermocouples shall protrude into the area perpendicular to the ceiling while all stainless steel encased thermocouples shall only run parallel to the walls for safety concerns. Temperature monitoring shall be sustained with a multiple position LED display mounted pyrometer in a weatherproof enclosure connected to thermocouples that are located within the burn areas.

DELIVERY, INSPECTION & STORAGE:

All components and accessories shall arrive via flatbed trailer. Materials for the burn room may arrive thereafter. Damage to, or shortages noted during delivery must be noted on the freight bill and separately via common carrier. Inventory of delivered materials must be taken during delivery or shortly reported at once to the manufacturer. All claims for damages or shortages must be reported within 48 hours of delivery. Security and materials protection in storage is the responsibility of the receiving party. Materials packaged in small cartons must be stored in a secured area to prevent theft and/or damage by the elements. Materials stored outside must be stacked on pallets and covered with suitable waterproof coverings (not plastic).

Erection:

Comply with the manufacturer's recommendations for preparation and storage of the tower components.

Verify that concrete work has cured a minimum of 14 days. Verify that anchor bolts are at the proper spacing and protrude the proper amount above the concrete. Report any variances to the owner's representative prior to proceeding with erection.

Follow the details supplied by the manufacturer. Report any discrepancies to the manufacturer prior to proceeding.

Materials, components and assemblies not complying with the manufacturer's installation recommendations shall be repaired or replaced, at the option of the manufacturer.

Inspection:

Verify that all bolted connections are tight, self-drilling screws with integral washers are seated snugly without washer distortion and rivets have not pulled through the attached materials. Replace improperly set or damaged fasteners.

Inspect all panels, trims and accessories for proper installation and fit. Replace any item which is damaged, warped or distorted. Insure that all field mitered corners fit tightly and smoothly.

Adjust all shutters, swing doors and hatches so that they swing smoothly without binding and so that the appropriate hardware latches without forcing or slamming. Insure that all closures are adjusted so that they close smoothly.

Check all electrical and mechanical devices to make sure that they are working properly. Temperature monitoring systems must be checked to see that each thermal-couple works accurately. Fans must be tested and demonstrated as working at all speeds.

At the end of each day check the site and pick all debris and garbage. Insure that all materials are secured in a neat and orderly fashion.

Thoroughly clean the tower inside and out at the completion of the erection process to remove all debris, garbage, packing materials, metal shavings and dirt.

WARRANTY:

General Warranty

The tower supplier shall certify that the training tower and its components have been designed to meet the contract specifications. The tower supplier shall warrant the materials and components to be free of fabricating defects for a period of one year from the date of shipment. This warranty is limited to the replacement of defective parts, or at the tower supplier's option, authorization may be given to the PURCHASER to charge back to the supplier an agreed upon amount for extra fieldwork. The supplier will not ship replacement parts nor authorize extra work to any party other than the ORIGINAL PURCHASER. Any pre-engineered structure will require the erector to furnish a certain amount of field fabrication and / or modifications as stated in the manufacturer's handbook. Sections of work requiring field cutting or drilling are indicated on the drawings or in the assembly manual. Other field modifications may be necessitated by site conditions beyond the manufacturer's control. The foregoing are not subject to warranty.

Burn Room Insulation Warranty

The burn room wall and ceiling insulation system shall be covered by a 15 year limited warranty that provides coverage against a break in the thermal barrier caused by cracking, breaking, and spalling. This warranty is to apply to products under normal use and recommended service temperatures - but shall also include damage that has been caused by thermal expansion, thermal contraction, impact load, and thermal shock. This warranty is to be limited to component replacement or repair of defective components at the manufacturer's option. The replacement cost of the materials shall not be prorated over the warranty period itself (i.e., the supplier shall bear 100% of the material replacement cost for the duration of the warranty).

Paint Warranty

The paint system shall provide a 30/25 year limited warranty on paint finish, which includes chalking and breakdown of film integrity.

Structure Warranty

The building supplier shall certify that the building and its components have been designed to meet the contract specifications. The building supplier shall warrant the structure and components to be free of fabricating defects for a period of one year from the date of completed erection.

A 5-year limited warranty shall be provided on the structure itself.

DESIGN, DRAWINGS & DATA

The supplier shall be responsible for providing the design exclusive of the foundation. Shall submit, as requested, structural calculations for review. The supplier shall submit 3 sets of drawings detailing anchor bolt locations and all applicable foundation loading criteria, as well as general plans and elevations; 3 sets of steel erection drawings and 3 sets of assembly manuals.

QUALITY AND WORKMANSHIP

All steel welding shall follow American welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding shall follow American welding Society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding shall follow American Welding Society B2.1-2000 requirements for structural welding of sheet metal. Flux core arc welding to use alloy rods, type 7000, American welding Society standards A5.20-E70T1. Employees classified as welders are tested and certified to meet the American Welding Society codes upon hire and every three (3) years thereafter. The manufacturer shall be required to have an American welding Society certified welding inspector in plant during working hours to monitor weld quality.

MANUALS AND SERVICE INFORMATION

The manufacturer shall supply at time of delivery, complete operation, maintenance & parts manuals covering the complete building as delivered. (1) Electronic and (2) hard bound copies are required.

SERVICE AND WARRANTY SUPPORT (MANUFACTURER)

The manufacturer shall provide adequate training for four (4) Bluffton Township Fire District Training Personnel, up to 24 hours each at no additional cost to the District.

SPECIAL INSTRUCTIONS

The vendor wishing to submit a Request for Proposal must at a minimum, provide the following information:

1. A statement of the vendor's qualifications to perform the requested work, including professional resumes of key personnel to be assigned.
2. A statement from each of the vendor's companies represented on the team that indicates it currently maintains the necessary licenses and certificates required to provide the work in accordance with all applicable rules, ordinances, and regulations of the State of South Carolina and Beaufort County, South Carolina.
3. A statement from each of the vendor's companies represented on the team that it maintains the necessary worker's compensation and liability insurance required to work in the State of South Carolina and Beaufort County, South Carolina. The firms will be required to provide proof of insurance should they be selected. Beaufort County, South Carolina must be listed as an additional insured on the Certificate(s) of Insurance.
4. A list of at least three (3) clients for whom a comparable project has been conducted within the past five (5) years. Include a contact name, telephone number, client size,

and a description of the project.

5. A detailed description of services the vendor proposes to deliver consistent with the scope of services and required work contained within this RFP, to include the small and minority business outreach plan.
6. A proposed time table in outline form which details the steps that will be taken to bring the project to completion. Please assume the earliest possible start date of January 2016 and the latest possible end date of December 2016
7. Describe any special experience, insight, or qualifications the vendor has which may differentiate it from others in the field and prove beneficial to this project.
8. The Request For Proposal must be signed by an official of the lead firm for the vendor that is authorized to bind the firms into a contract. The Proposal Statement shall include a statement that the proposal is valid and firm for one hundred and twenty (120) days from the date of submission and that the vendor understands and agrees to the terms and conditions of this RFP.

EVALUATION CRITERIA FOR SELECTION

Proposals will be evaluated and ranked based on, but not limited to, the following criteria (Total possible points equal to 100):

1. Nature and quality of previously completed work. (20 points)
2. Understanding of the project requirements and approach to meeting the proposed schedule as described in Section 2 Scope of Work and Section 3 Process Parameter. (20 points)
3. Ability to customize the design to the needs of the Bluffton Township Fire District. (10 points)
4. The cost of replacing insulating systems and customer service availability. (15 points)
5. Availability to deliver the services required with flexibility in scheduling. (10 points)
6. History of previous projects final cost compared to original budget. (15 points)
7. Unique approaches and intangible factors demonstrated by the Offeror. (10 points)

EVALUATION

Qualified responses shall be reviewed by the County Purchasing Department and other selected members of the evaluation committee in accordance with the County Code of Ordinances pertaining to procurement. If warranted, additional information may be requested by the County. The County reserves the right to request oral presentations if deemed necessary. A qualified short list of firms will be developed. The County reserves the right to choose the most qualified firm. The County also reserves the right to accept or reject any part

or the entire submitted proposal. The County further reserves the right to cancel in part or in its entirety this RFP if it is in the best interest of the County to do so.

CONTRACT NEGOTIATIONS

The County will negotiate a contract to perform the requested services with the highest ranked firm. If a contract cannot be negotiated, the County will negotiate with the next highest ranked firm. The contract will comply with all applicable laws, standards, and regulations. The contract will generally contain:

1. Detailed scope of services.
2. Schedule for providing services.
3. Not-to-exceed cost for the services.

The County expressly reserves the right to cancel the contract by written notice, in whole or in part, without cause and at its sole discretion. Payment to the firm will be made for services actually performed prior to cancellation.

GENERAL INFORMATION

1. Proposal Statements will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
2. Proposal Statements must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
4. General information regarding the project can be obtained from Mr. David L. Thomas, CPPO, Purchasing Director for Beaufort County, telephone 843-255-2350 and by email at dthomas@bcgov.net .
5. Specific project information can be obtained from Deputy Fire Chief Paul Boulware, at 843-757-2800 and email at boulware@blufftonfd.com .
6. The County requests that Offerors not contact Beaufort County Council Members or County Staff, other than stated in conjunction with this RFP. Any unauthorized contact with a member of Beaufort County Council or County Staff may be grounds for rejection of a response to this RFP. Site visits shall be arranged by the County at dates to be determined.
7. Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Request for Proposal. **Mail, fax, email or hand deliver any questions you have, at least seven (7) days prior to proposals closing date, to (emailing questions is the preferred method):**

David L. Thomas, CPPO
Purchasing Director
Beaufort County
PO Drawer 1228
Beaufort, SC 29901-1228
(843) 255-2350 phone
(843) 255-9437 fax
Email: dthomas@bcgov.net

The statement of proposal must be submitted under seal and marked "CONFIDENTIAL" to David L. Thomas, CPPO, PO Drawer 1228, Beaufort, SC 29901-1228. The names of Offerors applying for pre-qualification are public records subject to disclosure after receipt and opening of proposals, and the first page of the questionnaire will be used for that purpose.

8. **NOTICE: SUBMITTING CONFIDENTIAL INFORMATION** — For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in S.C. Code §30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in S.C. Code §11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by S.C. Code §39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by S.C. Code §11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the County will detrimentally rely on Contractor's marking of documents, as required by these instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, Contractor agrees to defend, indemnify and hold harmless Beaufort County, its officers, and

employees, from any claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from Beaufort County withholding information that Contractor marked as “confidential” or “trade secret” or “Protected”. Notwithstanding any markings to the contrary, by signing this document you consent to the disclosure of the contents to those third parties that maybe able to verify the item of information at issue.

9. Four (4) copies of the Statement of Proposals will be received by the Purchasing Department until **3:00 p.m., September 1, 2015**. Proposal Statements should be clearly marked on the outside of the envelope- RFP # 090115, Request for Statements of Proposals to provide Architectural Design and Construction Services for a new Bluffton Training Building for the Bluffton Township Fire District. Any Proposal Statement sent by fax, e-mail, or other electronic means will not be accepted. Beaufort County assumes no responsibility for delivery of Proposal Statements which are mailed. It is the Offerors’ responsibility to ensure that their Proposal Statement is delivered on time. All costs incurred in producing Proposal Statements are the responsibility of the Offeror. Offerors who desire to receive a copy of the Statement of Award must include a self-addressed stamped envelope.
10. The closing time for this RFP will not be changed in order to accommodate supplementation of incomplete submissions or late submissions.

11. Proposals are to be mailed to:

**Beaufort County
Purchasing Department
PO Drawer 1228
Beaufort, SC 29901-1228**

12. Hand deliver and/or Express (Fed Ex, UPS, etc.) mail to:

**Beaufort County Purchasing Department
Mr. David L. Thomas, CPPO
106 Industrial Village Road, Building #2
Beaufort, SC 29906**

Section V
SUBMITTAL REQUIREMENTS

ANTICIPATED PROJECT SCHEDULE (Subject to change)

TASK	TIMEFRAME
A. Advertisement for Request for Proposal	August 1, 2015
B. Non-Mandatory RFP Pre-Proposal Meeting	August 4, 2015
C. Last Day to Request Clarification / Submit Questions	August 15, 2015
D. RFP Proposals Due	September 1, 2015
E. Interviews & Presentation	TBD
F. Award recommendation to Public Facilities Committee	TBD
G. Award recommendation to County Council	TBD

General Information

PART 1: CONTACT INFORMATION

Firm Name: _____

Check One: Corporation (as it appears on license) Partnership
 Joint Venture Sole Proprietor

Contact Person and Title: _____

Street Address/PO Box: _____

City, State, Zip Code: _____

Telephone: _____

Fax: _____

E-mail: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company:

South Carolina Offeror's License Number(s):

PART 2: ESSENTIAL REQUIREMENTS FOR QUALIFICATION

NOTE: Offeror will be immediately disqualified if the answer to any of the questions 1 through 5 is "No."

NOTE: Offeror will be immediately disqualified if the answer to any of the questions 6, 7, 8 or 9 is "Yes."

1. Offeror possesses a valid and current South Carolina Offeror's license for the project or projects for which it intends to submit a bid.

Circle one: Yes No

2. Offeror has an insurance policy (ies) with the prescribed limit(s) as noted below as a minimum:

Circle one: Yes No

- 2.0 INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Offeror, at his expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation naming Beaufort County as an Additional Insured on the liability coverages. If not otherwise specified, the minimum coverage shall be as follows:
- 2.1 Worker's Compensation Insurance - Offeror shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
- 2.2 Commercial General Liability Insurance - Offeror shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
- 2.3 Comprehensive Automobile Liability Insurance - The Offeror shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
- 2.4 The required insurance policy at the time of issue must be written by a company licensed to do business in South Carolina and be acceptable to the County.
- 2.5 The Offeror/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
- 2.6 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Offeror's liability.
- 2.7 INDEMNITY: The Offeror hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings,

actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Offeror, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

3. Offeror has current workers' compensation insurance policy if and as required by the Workers Compensation Commission.

Circle one: Yes No

4. Offeror has attached the latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.

Circle one: Yes No

NOTE: A financial statement that is neither reviewed nor audited is NOT acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Offeror has attached a notarized statement from an admitted surety insurer (approved by the South Carolina Department of Insurance) and authorized to issue bonds in the State of South Carolina, which states that your current bonding capacity is sufficient for the project for which pre-qualification is sought.

Circle one: Yes No

NOTE: Notarized statement must be from the surety company or its agent or broker. The notarized statement does not relieve the Offeror from its responsibility to comply with the bonding requirements of any solicitation that may be issued in the future.

6. Has your South Carolina Offeror's license been revoked at any time in the last five years?

Circle one: Yes No

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

Circle one: Yes No

8. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a Subofferor on a public works contract for the Federal Government or any South Carolina public agency?

Circle one: Yes No

If the answer is "Yes," state the beginning and ending dates of the debarment period:

9. At any time during the last five years, has your firm or any of its owners, officers or qualifying parties been convicted of a crime involving the awarding of a contract of a Federal, State or local government construction project, or the bidding or performance of a Federal, State or local government contract?

Circle one: Yes No

PART 3: HISTORY OF THE BUSINESS AND ORGANIZATIONAL PERFORMANCE

10. Has there been any change in ownership of the firm at any time during the last three years?

Circle one: Yes No

NOTE: A corporation whose shares are publicly traded and of which no single person or entity owns more than 5% may check "No."

NOTE: If "Yes," explain on a separate signed page.

11. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

Circle one: Yes No

NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, officer or qualifying party of your firm holds a similar position in another firm.

NOTE: If "Yes," explain on a separate signed page.

12. Are any corporate officers, partners, owners or qualifying parties connected to any other construction firms?

Circle one: Yes No

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

NOTE: If "Yes," explain on a separate signed page.

13. State your firm's gross revenues for each of the last three years:

2014 \$ _____
2013 \$ _____
2012 \$ _____

14. How many years has your organization been in business in South Carolina as a Offeror under your pre-sent business name and license number? _____ years

15. Is your firm currently the debtor in a bankruptcy case?

Circle one: Yes No

NOTE: If "Yes," attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

16. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

Circle one: Yes No

NOTE: If "Yes," attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

LICENSES

17. List all South Carolina construction license numbers, classifications and expiration dates of the South Carolina Offeror licenses held by your firm (Provide a copy of each license):

18. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the SCLLR records who meet(s) the experience and examination requirements for each license.

19. Has your firm changed names or license number in the past five years?

Circle one: Yes No

NOTE: If "Yes," explain on a separate signed page, including the reason for the change.

20. Has any owner, partner, qualifying party or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?

Circle one: Yes No

NOTE: If "Yes," explain on a separate signed page, including the reason for the change. Provide a complete, separate questionnaire for the other firm.

21. Has any SCLLR license held by your firm or its Qualifying Party been suspended within the last five years?

Circle one: Yes No

NOTE: If "Yes," please explain on a separate signed sheet.

BONDING

22. Bonding capacity: Provide documentation from your surety identifying the following:

Current Maximum and Available Bonding Capacity: \$ _____

Name of bonding company/surety: _____

Name of surety agent, address and telephone number: _____

23. If your firm was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

24. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

25. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Circle one: Yes No

NOTE: If "Yes," provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

PART 4. RECENT CONSTRUCTION PROJECTS COMPLETED

26. Offeror shall provide information on a minimum of three (3) and a maximum of ten (10) recently completed projects within the last five years. All projects must be similar to this project: i.e. show evidence of exterior skin replacement, phasing of the work and work in occupied buildings. Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number): _____

Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number): _____

Construction Manager (name and current phone number): _____

Description of Project, Scope of Work Performed: _____

Total Value of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

PART 5: SPECIAL EXPERIENCE REQUIREMENTS

27. How far away is your office located (in driving miles) from the project?

For General Offerors: (on a separate sheet of paper)

28. Describe how you will staff this project. Who shall be the project manager? Who shall be the superintendent? Submit their qualifications, highlighting their experience specific to this project.

29. Provide a brief description of how you would propose to conduct work activities at the project site given the phasing parameters and site limitations.

Note: The Offeror will not be held to how he answers this question since a full and complete set of documents shall not be made available until after the bidders are selected.

30. Are you knowledgeable in the local working conditions, i.e. local building officials, codes and conditions? Explain.

For Listed Subofferors: (on a separate sheet of paper)

31. Describe how you will staff this project. Who shall be the project manager? Who shall be the superintendent? Submit their qualifications, highlighting their experience specific to this project.

Section VI
OFFEROR'S CERTIFICATION

I, the undersigned, certify and declare that I have read all the foregoing answers to this qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of South Carolina, that the foregoing is correct.

Dated: By: (Name Printed) /Signature

Title

Section VII

Contractual Requirements

1.0 **EXCUSABLE DELAY**: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any 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.

2.0 **S.C. LAW CLAUSE**: Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. 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 Beaufort County, by submission of this signed proposal the Offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, 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 State or local government.

3.0 **OFFEROR'S QUALIFICATIONS**: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The Purchasing Department reserves the right to make the final determination as to the Offeror's ability to provide the services requested herein, before entering into any contract.

4.0 **OFFEROR RESPONSIBILITY**: 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.

5.0 **AFFIRMATIVE ACTION**: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.

6.0 **PRIME CONTRACTOR RESPONSIBILITIES**: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.

7.0 **SUBCONTRACTING**: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful Offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.

8.0 **OWNERSHIP OF MATERIAL**: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

9.0 PAYMENT AND PERFORMANCE BOND: The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of proposal, a Payment and Performance Bond. Contractor shall provide and pay the cost of a Payment and Performance Bond. The Bond shall be in the amount of one-hundred percent (100%) the annual contract cost, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

10.0 NONRESIDENT TAXPAYERS: If the Offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the Offeror acknowledges and understands that in the event he is awarded a contract Offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.

11.0 BUSINESS LICENSE: In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.bcgov.net or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.

12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.

13.0 INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at his expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation naming Beaufort County as an Additional Insured on the liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

13.1 Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.

13.2 Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.

13.3 Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.

13.4 The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

13.5 The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return

receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

13.6 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

14.0 INDEMNITY: The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

15.0 TERMINATION FOR DEFAULT:

15.1 The performance of Work under the Agreement may be terminated by the Purchasing Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

15.2 The Purchasing Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

16.0 TERMINATION FOR CONVENIENCE: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

COUNTY COUNCIL OF BEAUFORT COUNTY

Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Compliance Department
Post Office Drawer 1228 • Beaufort, SC 29901-1228
843.255.2354 Telephone • 843.255.9437 Facsimile • E-mail: compliance@bcgov.net



Non-Discrimination Statement

The bidder/proposer certifies that:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any IFB/RFP submitted to Beaufort County or the performance of any contract resulting thereof;
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company for Beaufort County contracts, including those companies owned and controlled by socio-economic and racial minorities;
- 3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- 4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption throughout the life of the referenced contract with Beaufort County;
- 5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- 6) That the failure of this Company to satisfactorily discharge any off the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling Beaufort County to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Name of Company

Authorized Representative Name

Signature

Title

Date