

## REQUEST FOR PROPOSAL

### Design/Build Services for Volunteer Fire Station 1407 Newberry Hwy, Saluda SC

#### STATEMENT OF PURPOSE

Saluda County ("Owner") is requesting proposals from qualified General Contractors for the design and construction of a volunteer fire station located at 1407 Newberry Hwy, in Saluda, SC (Parcel ID # 083-00-00-117). The design/build project will consist of a single story, four bay building. This request seeks to identify, project design and cost bids submitted that are in the best interests of Saluda County. The County is seeking a cost-effective and highly qualified partner. Saluda County reserves the right to reject any and all submittals.

#### INSTRUCTIONS FOR SUBMITTING PROPOSALS

All proposals must be sealed and clearly marked Design/ Build Services for Old Town Volunteer Fire Station. **Submittals must include One original, three hard copies and one electronic copy on thumb drive.** Submittals may be mailed or hand-delivered, and must be received by **January 11<sup>th</sup> 12:00pm.** **A mandatory plan holder meeting will be held on November 30, 2021 at 2:00pm at the Saluda County Multi-Complex located at 111 Law Enforcement Dr. Saluda, SC 29138.**

Submittals must be addressed to:  
Saluda County Fire Service  
Attn: Luke Downing  
Fire Coordinator  
111 Law Enforcement Dr. Saluda, SC 29138

Questions concerning the RFP must be submitted in writing and directed to Heather Griffin, at [h.griffith@saludacounty.sc.gov](mailto:h.griffith@saludacounty.sc.gov) by December 17th 12:00pm. Pre-bid site visits can be coordinated per appointment with Heather Griffin. Specific procurement questions may be made to Heather Griffin at [h.griffith@saludacounty.sc.gov](mailto:h.griffith@saludacounty.sc.gov). Responses will be made by email to all parties requesting a proposal packet.

**Mandatory Information Form**  
**Saluda County**

The undersigned, on behalf of the contractor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any county employee / elected official or company making a bid on the same project; (2) the person whose signature appears below is legally empowered to bind the business whose name is entered; (3) contractor has viewed the project site and understands all specifications.

1. Company submitting bid \_\_\_\_\_

2. Bid must remain valid 90 days from submission date.

**Total Bid** \_\_\_\_\_

3. Contact information:

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

4. Tax ID or Social Security Number \_\_\_\_\_

5. Printed name of person binding bid \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **GENERAL PROJECT INFORMATION**

### **Project Description**

The volunteer fire station at 1407 Newberry Hwy shall be a building under 5,000 square feet. The building will need to have four 12'x12' overhead doors to the four bays for the firetrucks. Building shall include a bathroom with shower, an office, and a common area. The project shall address the particular laws governing the development of volunteer fire stations in South Carolina, including but not limited to, building codes, Saluda County zoning ordinances and codes relative to DHEC and SCDOT standards.

The successful design/build contractor will be responsible for providing MEP drawings and specifications, as-built drawings, civil site drawings; apply for and obtain all required building permits with assistance in obtaining from Saluda County (Building Permit Fees will be waived), **especially and including DOT encroachment permit**, tap fees, etc. as may be required. The successful design/build team will provide insurance and bonds as required, and will construct the proposed facility and the associated site improvements.

### **OUTCOME AND PERFORMANCE STANDARDS**

Full Design/Build services will include, but are not limited to, architectural, mechanical, electrical, plumbing, engineering, code compliance review, general construction, and landscape design.

Contract Documents produced by the Design/Build team shall be in compliance with current State of SC and Saluda County Regulations. In addition, the design of the proposed facility shall comply with the following:

- 2018 IBC International Building Code
- 2018 International Plumbing Code
- 2018 International Mechanical Code
- 2017 International Electrical Code
- 2018 International Fire Code
- 2017 IBC and ICC/ANSI A117.1 –Latest Edition Accessibility Code
- SCDHEC SWPPP Requirements
- SCDOT Requirement

The drawings and specifications must be approved by Saluda County Engineering Department, to ensure compatibility with other County buildings, and necessary functionality and quality for the Volunteer Fire Department operation and maintenance.

## **SITE REQUIREMENTS**

**Building Location:** The building shall be generally located as indicated on the attached site plan sketch. The site address is at 1407 Newberry Hwy Saluda, SC (Parcel ID # 083-00-00-117).

**Grading:** Approximately 0.66 acres has been cleared and rough graded. Site grading, storm drainage, and erosion control improvements shall be approved by Saluda County and permitted by SCDHEC. Civil site drawings, geotechnical reports, grading plans and the SCDHEC land disturbance site permit will need to be provided. Based on site topography, Saluda County is requesting that a storm water detention basin not be required. If SCDHEC does require a detention basin, that site work would be negotiated as a change order to the project at a later date.

**Concrete paving:** Provide 6" thick, sealed 4000 psi concrete with welded wire fabric for building.

## **DETAILED REQUIREMENTS**

### **SCOPE OF WORK**

The new facility shall be under 5,000 sq feet:

- 1) 4 bays for fire trucks
- 2) Bathroom with shower
- 3) Office
- 4) Common area

## **BID CONTENT**

To facilitate review of your bid by Saluda County, it is requested that your submission be no longer than 20 pages and conform to the following format:

1. Mandatory information form
2. Cover Sheet – list project title, design/build team name, address, telephone number, and name of a contact person for questions concerning the bid submitted.
3. Experience of the Firm – provide a listing of your team’s prior experience and qualifications in design and construction for projects similar in size, scope, and complexity. Provide a list of similar projects completed within the past 5 years.
4. References – Provide the name, address, and contact information for at least three (3) references familiar with the quality of the work completed by the Design/Build team on similar projects or projects with similar elements.
5. Bonding/Insurance- Provide evidence of capacity to provide bonding in the amount of the construction budget (e.g. a letter from your Surety agent stating that one or more Sureties will issue bonds in the amount of the construction budget if your team is selected) and a copy of the firm’s certificate of insurance, showing the firm’s current limits of for commercial general liability, employer’s liability, business automobile liability and professional liability.
5. W9
6. **Bid cost. The submittal shall include a cost proposal, unit costs of each numbered scope of work, and any options that may provide a cost savings to the owner.**
7. Site plan layout that includes ingress/egress from Newberry Hwy and the floor plan of the new building.
8. Include a Bid Bond or Security in the amount of 5% of the bid price.
9. Exhibits A, B, C and D at the end of the section. (Contractors drawings/plans)
10. Cost Breakdown.
11. Timeline.
12. List of subcontractors.

**Each proposal must include an original and three copies and one electronic on a thumb drive.**

### **Selection Process**

Upon receipt of the Bid packages from each Design/Build team, Saluda County Administration will verify that each submission is complete. Acceptable proposals will be forwarded to the Selection Committee for evaluation.

**MINIMUM QUALIFICATIONS REQUIRED**

- The Design/Build team or its principals are not currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority.
- The Design/ Build team or its principals have not been terminated for cause or currently in default on any Saluda County contract.
- Design/Build team must have sufficient bonding capacity for anticipated total cost of work. At the time of issuance, all insurance and bonds must be issued by a company licensed to transact the business of insurance in the State of South Carolina.

Insurance requirements are listed below:

The insurance required for the project shall be written for not less than the following, or greater if required by law.

2. Workmen’s Compensation:

|                       |             |
|-----------------------|-------------|
| State:                | Statutory   |
| Employer’s Liability: | \$1,000,000 |

3. Comprehensive General Liability (including Premises-Operations; Independent Contractor’s Protective; Products and Completed Operations; Broad Form Property Damage):

|                 |                  |             |
|-----------------|------------------|-------------|
| Bodily Injury:  | Each Occurrence  | \$1,000,000 |
|                 | Annual Aggregate | \$1,000,000 |
| Property Damage | Each Occurrence  | \$1,000,000 |
|                 | Annual Aggregate | \$1,000,000 |

4. Contractual Liability:

|                 |                  |             |
|-----------------|------------------|-------------|
| Bodily Injury:  | Each Occurrence  | \$1,000,000 |
|                 | Annual Aggregate | \$1,000,000 |
| Property Damage | Each Occurrence  | \$1,000,000 |
|                 | Annual Aggregate | \$1,000,000 |

5. Personal Injury, with Employment Exclusion deleted:

|                  |             |
|------------------|-------------|
| Annual Aggregate | \$1,000,000 |
|------------------|-------------|

6. Comprehensive Automobile Liability:

|                       |             |
|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|

7. Bidder shall provide Builder's Risk insurance in the amount of 100% of the work.
8. Certificates of Insurance acceptable to the owner shall be filed with the Owner prior to the commencement of the Work.
9. Performance and Payments bonds in the amount of 100% of the work shall be filed with the Owner prior to the commencement of the Work.

#### **TERMS OF CONTRACT**

1. All entries shall remain firm for a period of not less than ninety (90) days after the bids have been opened.
2. Companies must clearly mark as "Confidential" each part of their submittal which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. Saluda County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against Saluda County and/or its agents for any determination in this regard.
3. This solicitation does not commit Saluda County to award an agreement, to pay any costs incurred in the preparation of a qualification and of any supplementary presentation, or to procure or contract for the articles of goods or services. Saluda County reserves the right to accept or reject any or all Letters of Qualification received as a result of this solicitation, to negotiate with all qualified firms, or to cancel in part or in its entirety this solicitation if it is in the best interest of the County to do so.
4. Changes and/or adjustments to the attached layout are allowed during the design phase, as is typical with design/build projects.
5. The design/build contract agreement will be made between the owner and the successful design/build proposer.
6. Saluda County reserves the right to accept or reject any and all proposals received in response to this Request for Proposals, Saluda County will not pay for any costs incurred by the submitting Design/Build teams in preparation of a response to the Request for Proposals, nor any costs associated with negotiations prior to the awarding of a contract.
7. Saluda County reserves the right to cancel this Request for Bid, or cancel any negotiations resulting from this bid, or decline to enter into a contract for the proposed

work of this project is such action is deemed to be in the best interest of the County.

8. Saluda County reserves the right to retain all bids submitted and to use any ideas in a proposal regardless of whether that qualification is selected. Submission of a bid indicates acceptance by the company of the conditions contained in this Request for Proposals.
9. Failure to submit all required information may in the sole determination of Saluda County be deemed as a nonresponsive bid.
10. Prohibition of Gratuities: It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement or subcontract, or to any solicitation or qualification therefore.



## **INFORMATION TO BIDDERS**

### **1. BIDDER'S RESPONSIBILITY**

Each proposer shall become familiar with the project site, the scope of the proposed work, and the quantity of work and will be held responsible to examine, and to fully comply with all the Contract Documents, to be defined in the Design Build Contract. proposers are cautioned that it is the responsibility of each individual Bidder to assure that his or her bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the stated place of the Bid opening on the date stated. The Owner is not responsible for Bids delayed by mail and/or delivery services of any nature.

### **2. STANDARD OF QUALITY**

Equipment, material or articles, if herein specified, are all of design or construction as selected for this Contract, and they shall be construed as being a minimum standard. Should the bidder desire to quote on equipment, materials, or articles claimed to be equal to that specified he may do so, provided that he shall submit complete descriptive matter of such other equipment, materials or articles ten (10) days prior to the bid opening. Specific requirements of the detail requirements in regard to substitution of other vendor's products will take precedence over this section if such are included in that section of the RFP.

### **3. BULLETINS**

- (a) If any proposer is in doubt as to the true meaning of any part of the specifications, or other Contract Documents, or should discover any omissions or discrepancies therein, he may submit to Luke Downing, Fire Coordinator, l.downing@saludacounty.sc.gov a written request for an interpretation, correction or addition. These requests will be accepted up until two weeks (14 calendar days) prior to the scheduled bid opening. If any such request be granted, it will be only by an addendum or bulletin, duly issued, and a copy will be mailed or delivered to each proposer that has been identified. Acknowledgment of all published addendums will be required on the proposer form for a valid bid. The Owner will not be responsible for any other explanations, interpretations, corrections or changes in or of the proposed documents.

Sealed proposals shall be delivered to the Owner on or before January 11th., Prevailing Time, 12:00 pm and such delivery is the bidder's responsibility. No bids received after the date and time specified for receiving bids will receive consideration.

Sealed proposals must be addressed to:

**Luke Downing**

**Fire Coordinator**

**Saluda County**

**111 Law Enforcement Dr.**

**Saluda, SC 29138**

**Ref. Volunteer Fire Station Newberry Hwy.**

Bid must be enclosed in opaque, sealed envelopes, marked so as to indicate that it is a proposal for a particular contract without the necessity of opening.

- (b) Bid may be submitted as outlined in the RFP. All prices must be written both in words and in figures, but written prices shall govern in case of discrepancies.
- (c) The bid of any individual must be signed personally by a person with authority to bind the company to submission, the signature must be witnessed; and the business address and any business trade name must be stated. The proposal of a partnership must state the names and addresses of all partners, and the partnership business name and address; and it must be signed by at least one partner, with the signature witnessed. The proposal of a corporation must show the state of incorporation and the principal office address, and must be signed by the President or Vice President, with the corporate seal affixed, attested by the Secretary or Assistant Secretary.

**4. ACCEPTANCE OR REJECTION OF BIDS**

The Owner reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, conditional, or otherwise irregular, or which has erasures or corrections in prices, or in which unit prices are omitted or are obviously unbalanced, may be rejected. However, Saluda County reserves the right to waive informalities on the basis of its best interests. Award will be to the lowest, most responsive, responsible proposers.

**5. PROPOSAL CHECK OR BOND**

Each proposal must be accompanied by a bid bond, for not less than five percent (5%) of a base bid, payable to the Owner as security for execution of Contract, etc., under terms embodied in the form of bid. If Bid Bond is used, it must be executed by the bidder, and must have corporate surety satisfactory to the Owner and be authorized to conduct business in SC.

**6. QUALIFICATIONS OF PROPOSERS**

Before any award is made, the Owner may require satisfactory evidence to show that the bidder is fully prepared in every way to perform the management, furnish specified labor, equipment, supplies, and certifications required to design and construct this project. Bidders must be located within a reasonable distance of the project location to ensure minimal travel cost and timely response to problems that may occur after project completion.

**7. LIMIT OF BID WITHDRAWAL**

No bid may be withdrawn within thirty (30) days after scheduled time for bid submittal.

**8. EXECUTION OF AGREEMENT AND BONDS**

Before a design build contract can be awarded, the successful bidder will be required within fourteen (14) calendar days following notification of selection to furnish to the Owner, in at least three (3) counterparts, the Performance Bond and the Payment Bond in the forms substantially prescribed for execution of bids excepting that all members shall have corporate surety satisfactory to the Owner, and authorized to

conduct business in South Carolina; shall be paid for by the Contractor and shall be for 100% of the Contract Price. Following delivery of the properly executed bonds, the Owner may award the Contract. Following notice of award, the successful bidder shall sign and deliver to the Owner in at least three (3) counterparts, the Design Build Agreement required by the Contract Documents.

**9. TIME FOR BEGINNING AND COMPLETING WORK**

The Contractor shall commence work within 14 days of the date specified in the notice to proceed and shall complete work within an agreed upon schedule after the date the notice to proceed is issued. In case of failure on the part of the Contractor to complete the work within the time fixed or any extensions thereof, the Contractor shall be liable to the Owner for any damages sustained by the latter through extra charges or any other costs of any nature incurred by reason of the Contractor's failure to complete the work within the time fixed, and may be assessed liquidated damages.

**10. PAYMENT OF WAGES, RELEASE OF LIEN, AND PERIODIC PAYMENTS**

The bidder shall pay all employees for all hours worked in accordance with applicable laws. Monthly invoices may be submitted for progress payments. Owner may request that each invoice shall include certified payrolls for all employees working on the project. Invoices for stored materials shall be accompanied by proof of the stored materials, i.e., invoices.

**11. LOCATION OF WORK**

The proposed work is located in Saluda County, 1407 Newberry Hwy Saluda, SC (Parcel ID # 083-00-00-117). Proposers must be located within a reasonable distance of the property to adequately respond to future warranty issues and repairs.

**12. COLLUSIVE BIDDERS**

More than one bid or one contract from an individual, a firm or partnership, corporation, or an association under the same name or different names will not be considered. Reasonable grounds for believing that the bidder is interested in more than one bid for the same work will cause the rejection of all bids in which such bidder is interested. Any or all bids will be rejected if there is any reason for believing that collusion exists among any of the bids; participants in such collusion will not be considered in future bids.

**13. AWARD OF DESIGN BUILD CONTRACT**

The Saluda County Fire Board reserves the right to reject or award a contract in the best interest of the County.

**14. INSURANCE**

Successful bidder shall be required to provide insurance as stated below and as required by other provisions of the RFP. This insurance is to be on the comprehensive form, shall protect the Contractor, and shall be written to include Saluda County



## **AGREEMENT REQUIREMENTS**

- 1. S.C. Law Clause:** Upon award of an agreement for these services, 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 Saluda County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful company from requirements excluding the company from being authorized and/or licensed to do business in Saluda County, these requirements are in effect. By submission of this signed qualification, the company agrees to subject itself to the jurisdiction and process of the Eighth Judicial Circuit Court of Saluda County, as to all matters and disputes arising or to arise under the agreement and the performance thereof including any questions as to the liability for taxes, licenses or fees levied by State or local government.
- 2. Company Responsibility:** Each company shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this qualification. The failure or omission of a company to acquaint itself with existing conditions shall in no way relieve them of any obligation with respect to this qualification or to the agreement.
- 3. Affirmative Action:** The company will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the disabled and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical disability.
- 4. Prime Contractor Responsibilities:** The Company will be required to assume sole responsibility for the complete effort, as required by this RFB. The County will consider the company to be the sole point of contact with regard to contractual matters the contractor will be responsible to be on site during work, unless it is a subcontractor and their company doing work.
- 5. Subcontracting:** If any part of the work covered by this bid is to be subcontracted, the company shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved by the County. Local subcontractors are preferred. The successful company 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. Subcontractors will be bound by this agreement and this obligation must be included in Prime and Subcontractors agreements.
- 6. Ownership of Material:** Ownership of all data, material, and documentation; including, but not limited to, architectural plans and drawings, originated and prepared for the County pursuant to this agreement shall belong exclusively to the County. The County has the ability to utilize all data, material, and documentation in any manner or format deemed in the best interest of the County in the County's sole discretion for this project

and for any future project as determined in the best interest of Saluda County. The use and/or reuse shall be at no additional cost to Saluda County.

- 7. Nonresident Taxpayers:** If the company is a South Carolina nonresident taxpayer and the agreement amount is \$10,000 or more, the company acknowledges and understands that in the event it is awarded an agreement, the Company shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before an agreement 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.
- 8. Indemnity:** The Company 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 company, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.
- 9. Termination for Default:**  
The County Director has the right to terminate for default if the company fails to perform the Work, if the company fails to perform the Work within the time specified in the Agreement, or if the company fails to perform any other provisions of the Agreement. If exercised, the County becomes the owner of documents that are paid for and may utilize them in any manner the County deems appropriate.
- 10. Termination for Convenience:** The County may without cause terminate this agreement in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the company 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 company or its subcontractors. The failure of the Company to include a 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. The company 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 agreement in whole or in part for its convenience. The County has the ability to utilize all data, material, and documentation in any manner or format deemed in the best interest of the County in the County's sole discretion.