



Remembering the Past, Preparing for the Future

Aiken County
Procurement Office

Becky Dawes
Procurement Director

PSA Construction Manager at Risk for Waste Water Treatment Plant Upgrade at the Horse Creek Pollution Control Facility, 70 PSA Road, Beech Island, SC 29842.

This project is funded thru DHEC's State Revolving Fund (SRF)

http://www.scdhec.gov/HomeAndEnvironment/Docs/srf_fedregmt.pdf

Proposal Number 16 - 09 - P

Proposal Due Date/Time March 30, 2016 3:00 p.m.

Mail or Carry Proposals To: 1930 University Pkwy.
Room 3201
Aiken, SC 29801

Assigned Buyer: Sharon Lyles, Chief Buyer

Proposal Documents are available: <https://www.aikencountysc.gov/Depts/PRC/PRCmain.php>
or you may contact Kevin Laird at Goodwyn, Mills and Cawood, Inc. (GMC) kevin.laird@gmcnetwork.com

Pre-Proposal information: Interested vendors must contact Kevin Laird at kevin.laird@gmcnetwork.com, with the Owner's engineer, Goodwyn, Mills and Cawood, Inc. (GMC), in order to attend the mandatory pre-proposal meeting on March 9, 2016 at 10:00 a.m. at the site. ACPSA, 70 PSA Road, Beech Island, SC 29842. Answers will be published March 11, 2016 on the Aiken County website.
<https://www.aikencountysc.gov/Depts/PRC/PRCmain.php>

Send all inquiries to: Kevin Laird at Goodwyn, Mills and Cawood, Inc. (GMC)
kevin.laird@gmcnetwork.com

Aiken County does not discriminate against any bidder or offeror because of race, creed, sex, age, religion, handicap, or national origin.

Proposal Number: 16-09-P



Proposal Name PSA Construction Manager at Risk

This page must be returned with the proposal. An officer of the company that has the authority to bind the company must sign the proposal.

Company Name: _____

DBA (if applicable): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Contact Name: _____ Title: _____

Email address: _____

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this proposal, that I have read and understand all instructions and conditions in the proposal document, and verify that I am authorized to sign this proposal for the bidder.

I further state that the company affiliated with this offer currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment, and is not currently barred or suspended from bidding with any government organization.

I also certify that my company is in compliance with all requirements set forth in Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended and will at all times during the performance of work provided by the County be in full compliance with the provisions of the Immigration Reform and Control Act of 1986 (IRCA) in the hiring of its employees.

I further certify that my company is in full compliance with the requirements of the Drug-free Workplace Act as set forth in Chapter 107 of Title 44 of the South Carolina Code of Laws, 1976, amended.

Signature of Officer: _____

Printed Name: _____ Title: _____

Aiken County, South Carolina is soliciting sealed proposals for 16-09-P, PSA Construction Manager at Risk. All offerors are responsible for becoming familiar with the scope of work.

Interested vendors must to contact Kevin Laird kevin.Laird@gmcnetwork.com, with the Owner's engineer, Goodwyn, Mills and Cawood, Inc. (GMC), in order to attend the mandatory pre-proposal meeting on March 9, 2016 at 10:00 a.m. at the site located at Aiken County PSA, 70 PSA Road, Beech Island, SC 29842. A tour of the plant will be provided at this time.

Proposals will be received until 3:00 pm on March 30, 2016 at 3:00 p.m. in the Procurement Office, 1930 University Pkwy, Room 3201, Aiken, South Carolina 29801 at which time the proposals will be publicly opened in room 3203 and the names of the offerors read aloud.

All proposals **must** be submitted to the location above in a sealed envelope identified with the following:

16-09-P
PSA Construction Manager at Risk
March 30, 2016 at 3:00 p.m.

INSTRUCTIONS TO OFFERORS

1. **Submit proposals in a sealed envelope with the proposal number as well as the time and date for opening prominently marked on the outside.**
2. Proposals must be submitted before the time, date and at the exact location specified to be considered. No late proposals, telegraphic, or telephonic proposals will be accepted. Proposals are not received until delivered to the Procurement Department. Vendors must allow mailed proposals sufficient time to be processed through the County's internal mailroom system.
3. All proposals shall be signed by an authorized officer or employee of the offeror.
4. The County prohibits any type of communications to or with any department, employee, or County official other than Procurement prior to the time than an award decision has been made public.
5. Only one copy of the proposal is required, unless otherwise stated.
6. On the form provided in the proposal, all information requested of the offeror must be entered in the appropriate space on the original forms. Failure to do so may be grounds for disqualification.
7. Any and all information or addenda to this proposal will be posted on the Aiken County website. Vendors are responsible for any information contained in the proposal record on the website, and should make note of any addenda in the response.
8. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrected prior to submission, if initialed by the person signing the proposal.
9. Corrections and/or modifications received after the closing time specified will not be accepted.

GENERAL CONDITIONS

1. Aiken County reserves the right to award proposals received on the basis of individual items, groups of items, or the entire list of items; to reject any and all proposals; and to waive any technicalities.
2. If price is used as award criteria, unit prices will govern over extended prices.
3. **In case of a tie, preference shall be given to Aiken County vendors. In case of a tie where there is no local offeror, preference shall be given to South Carolina vendors. In every case, Aiken County reserves the right to make awards deemed to be in the best interest of the County.**
4. The Evaluation of the proposals and the determination as the equality of the product offered is the responsibility of Aiken County, and will be based on information furnished by the offeror in the proposal.
5. Unless otherwise indicated in the proposal notice, prices must be firm, and remain in effect for ninety-days (90 days).

6. Should the scope of the proposal include brand name items, the brand name is used for reference only. It is the responsibility of the offeror to provide documentation that proves the equality of the item in the offer.
7. Aiken County is subject to sales and/or use taxes per South Carolina law. Price proposals should include sales and/or use tax as indicated. Sales and/or use tax will not be used as a factor in determining the lowest price. Shipping charges, however, will be considered as a factor in determining awards.
8. Samples of any articles deemed necessary shall be furnished free of any cost to Aiken County. These samples may be retained for future comparisons. Any samples not destroyed by testing or not retained for comparisons will be returned to the offeror at the offeror's expense upon request.
9. Aiken County does not assume responsibility for any costs incurred during the preparation of this proposal.
10. The successful offeror shall indemnify and hold harmless Aiken County, its officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trade mark, or copyright, to the extent allowed by law.
11. In case of default by contractor, Aiken County reserves the right to purchase any or all items/services in default in open market, charging the contractor with any excess costs. Periods of performance may be extended if the facts as to the cause of delay are justified in the opinion of the proper Aiken County officials.

GENERAL PROVISIONS

1. **ORDER OF PRECEDENCE:** In the event of inconsistency between the provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (A) Aiken County Code of Laws, Chapter 2, Article VIII, (B) The proposal schedule, (C) General Provisions, (D) Instructions to Offerors, and General Conditions, (E) Other provisions of the contract whether incorporated by reference or otherwise, and (F) the Scope of Work.
2. **S.C. LAW CLAUSE:** Upon award of a contract or Purchase Order under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to

all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

3. **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 fault of a subcontractor, and if such default arises out of control of causes beyond the control of both the contractor and 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.
4. The offeror must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in the invitation to proposal, but which is not specifically designated as an Aiken County responsibility, is a responsibility of the Contractor's operation, and the offeror shall include these in the response to this proposal accordingly.

**PROPOSAL PROCEDURES MUST COMPLY WITH THE PROVISIONS OF THE AIKEN COUNTY
PROCUREMENT ORDINANCE**