

**June 6, 2019  
INVITATION FOR BIDS**

**SISTERCARE COMMUNITY DEVELOPMENT BLOCK DEVELOPMENT GRANT &  
EMERGENCY SOLUTIONS GRANT  
MINOR BUILDING REHABILITATION, SECURITY FENCING, AND STORAGE SHED**

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Project Title: Sistercare Minor Building Rehabilitation, Security Fencing, and Storage Shed

Date of Issue: June 6, 2019

Letters of Intent: June 13, 2019 at 2:00 p.m.

Pre-bid Site Visit: June 17, 2019 at 9:00 a.m.

Due Date/Bid Opening: June 28, 2019 at 2:00 p.m.

Receipt Location: Central Midlands Council of Governments (CMCOG)  
236 Stoneridge Drive  
Columbia, SC 29210

Official Contact: Gregory Sprouse  
Director of Research, Planning, and Development  
(803)744-5158  
[gsprouse@centralmidlands.org](mailto:gsprouse@centralmidlands.org)

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This project is being funded in whole or in part by the Lexington County Community Development Block Grant Program (CDBG) and the Lexington County Emergency Solutions Grant (ESG). All federal CDBG and ESG requirements will apply to the contract. All contractors and subcontractors are required to be registered in the Federal System for Award Management (SAM). Bidders on this work will be required to comply with the President’s Executive Order No. 11246 & Order No. 11375, which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must comply with Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240. Bidders must also make positive efforts to use small and minority-owned business and to offer employment, training, and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

Sistercare, CMCOG, and Lexington County reserve the right to waive any irregularities, or to reject any or all bids.

“EQUAL EMPLOYMENT OPPORTUNITY”

## 1. INTRODUCTION

Sistercare is seeking sealed bids from qualified, insured and licensed contractors to complete the following work: replace the roof, repair wood siding, replace the electrical system, replace the plumbing system, replace one (1) exterior door, replace the carpet, and re-paint the interior of one (1) building, replace security fencing for the property, replace the existing storage shed, and connect electricity from existing pole to new storage shed. The project is located in West Columbia, SC and the exact address will be disclosed ***upon receipt of intent to bid letter and signed Nondisclosure Agreement due no later than 2:00 p.m. on June 13, 2019.*** These services will be procured under contract with the Sistercare, with funding being provided by the Lexington County Community Development Block Grant (CDBG) program and Lexington County Emergency Services Grant (ESG).

### 1.1. Project Description

Lexington County CDBG and ESG funding will be used to complete minor building repairs and replace security fencing and a storage shed, enabling Sistercare to provide a safe environment for people affected by domestic violence. This work will involve work on one (1) building, replacing all security fencing, and replacing an existing storage shed.

### 1.2. Scope of Work

The project encompasses furnishing all required permits, professional services, labor, and materials necessary to complete the project, which includes the following general scope of work:

- Project planning and permitting
- Contractor mobilization and site preparation, including removal and disposing of all materials being replaced
- Replacing existing roof of one building
- Repairing damaged wood areas of one building
- Replacing electrical system of one building
- Painting the interior of one building
- Replacing the plumbing of one building
- Replacing the carpet of one building
- Replacing one exterior door
- Replacing all security fencing

- Move existing storage shed on site and install new pre-fabricated storage shed
- Installing electricity from existing pole to new storage shed

The new roof will carry a fifteen (15) year no dollar limited warranty on the building and contents and all work for all tasks will carry a full two (2) year contractor's warranty.

The Bidder represents that all tasks will be performed in accordance with generally acceptable professional standards and further represents that the advice and consultation provided shall be within its authority and capacity as a professional. Bidders will comply with all regulations, laws, ordinances, and requirements of all governmental entities applicable to the project.

## **2. INSTRUCTIONS FOR BIDDERS**

### **2.1. Submission Process**

Sistercare is hereby issuing this Invitation for Bids (IFB) to qualified, insured and licensed contractors that have the capability and interest in undertaking and performing the scope of work described in section 1.2. The IFB will be publicly advertised and released in accordance with the Lexington County CDBG and ESG procurement guidelines. The OFFICIAL CONTACT for this solicitation is:

Gregory Sprouse  
Director of Research, Planning, and Development  
Central Midlands Council of Governments  
236 Stoneridge Drive  
Columbia, SC 29210  
Phone: (803) 744-5158  
[gsprouse@cmcog.org](mailto:gsprouse@cmcog.org)

Each firm responding to this solicitation is officially a BIDDER. Each BIDDER must submit a Letter of Intent to Bid and the signed original of the Nondisclosure agreement to Gregory Sprouse at the address above no later than **2:00 p.m. on June 13, 2019**. Each BIDDER must submit a sealed bid package to Gregory Sprouse at the address above no later than **2:00 p.m. on June 28, 2019**. Bids may be submitted in person, by messenger, or by regular mail. All bids will be logged in and date and time stamped. **Any letter of intent to bid or bid package that is received after the date and time specified will be logged and date and time stamped as "late" and returned unopened to the BIDDER.**

## 2.2. Proposed Procurement Timeline

IFB Release Date	June 6, 2019
Mandatory Letter of Intent to Bid & signed Nondisclosure Agreement	June 13, 2019 at 2:00 p.m. ET
Mandatory Pre-Bid Conference/Site Visit	June 17, 2019 at 9:00 a.m. ET
Questions/Requests for Clarification	June 20, 2019 at 2:00 p.m. ET
IFB Closing Date/Public Opening	June 28, 2019 at 2:00 p.m. ET

## 2.3. Labeling, Receipt, and Contents of Bids

All letters of intent to bid and bids must be submitted in a sealed envelope or package plainly marked "Sistercare Minor Building Rehabilitation, Security Fencing, and Storage Shed" ATTN: Gregory Sprouse, and name and address of the BIDDER in the upper left hand corner. No responsibility will attach to CMCOG or any official or employee thereof, for the pre-opening, post-opening, or failure to open a letter of intent to bid or BID not properly addressed and identified.

Each letter of intent to bid must be sent on official company letterhead and signed by an authorized company representative. Additionally, a signed original of the attached nondisclosure agreement (attachment A) must be returned with the letter of intent to bid.

Each bid must be provided on the official contract bid form, which is included as Attachment B in this packet.

Each bid shall be accompanied by three (3) client references for recently performed, relevant projects within the last 5 years that indicate the past performances and abilities of the bidder. Include a key client contact person for each project with their current daytime phone number and email address.

Each bid shall be accompanied by surety in the form of a certified or cashier's check or bid bond in such amount as be prescribed in the contract bid form.

## 2.4. Mandatory Pre-Bid Conference/Site Visit

A mandatory Pre-Bid Conference/site visit will be held on **June 17, 2019 at 9:00 a.m.** The location will be provided upon CMOG's receipt of Intent to Bid Letter. All prospective bidders must attend this meeting in order to bid on the project.

## **2.5. Questions/Requests for Clarification**

All questions and/or requests for clarification regarding this IFB should be provided in writing to Gregory Sprouse no later than **June 20, 2019 at 2:00 p.m.** All questions submitted and their answers will be sent to all pre-bid conference attendees and will be posted on the CMCOG website as an addendum to the IFB. No telephone inquiries will be accepted.

## **2.6. Addenda**

If it becomes necessary to revise any part of this IFB, a written addendum will be issued. All addenda issued by CMCOG will become part of the official IFB and will be posted on the CMCOG website.

## **2.7. Award**

The contract shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder, Sistercare and CMCOG shall take into consideration the quality offered and its conformity with the specifications, the delivery and conditions of the bid, the service reputation of the bidder, and other information and data required to prove responsibility.

## **2.8. Contact Policy**

No direct or indirect contact regarding this solicitation may be made with any representatives of Sistercare, Lexington County, or CMCOG staff other than the OFFICIAL CONTACT identified in this IFB. If such contact is made, Sistercare and CMCOG reserve the right to reject a BID submitted by that BIDDER. This contact policy applies to separate site visits and requests for technical information. Any technical information needed from Sistercare to prepare a BID should be coordinated through the Questions/Requests for Clarification process outlined in Section 2.5.

## **2.9. Acceptance and Rejection of BIDS**

Any BID that does not conform to the essential requirements of the IFB shall be rejected. Sistercare and CMCOG reserve the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. Sistercare and CMCOG also reserve the right to accept or reject any or all proposals received in response to this IFB and to negotiate separately with competing BIDDERS. Sistercare is not obligated to enter into any contract on the basis of any submittal in response to this IFB. Sistercare and CMCOG reserve the right to request additional information from any firm submitting a Bid under this IFB if such information is necessary to further evaluate the BIDDERS qualifications.

## **2.10. Cancellation/Rejection**

Sistercare and CMCOG may cancel this IFB in whole or in part at any time if it is determined to be in the best interest of BCCEC. Sistercare and CMCOG may reject any or all proposals in whole or in part if it is determined to be in the best interest of Sistercare.

## **2.11. Conflict of Interest**

BIDDERS shall promptly notify CMCOG in writing of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the BIDDER'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such a person may undertake, and request an opinion of CMCOG as to whether the association, interest, or circumstance would, in the opinion of CMCOG, constitute a conflict of interest. By submitting this proposal, the BIDDER certifies that it has no conflict of interest with any employee, agent, elected official or officer of the County or any other conflict as may be set forth herein.

## **2.12. Collusion**

More than one proposal from an individual, firm partnership, corporation, association or related parties under the same or different names will not be considered. If Sistercare and CMCOG believe that collusion exists among BIDDERS, all proposals from the suspected firms will be rejected. "Related parties" means BIDDERS or the principals thereof, which have a direct or indirect ownership or profit sharing interest in another BIDDER.

BIDDERS shall comply with all local, state, and federal directives, orders, and laws as applicable to this IFB and any resulting contract.

By responding to this IFB, BIDDERS certify that the response is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item, and they certify the knowledge that this would constitute an illegal action.

## **2.13. Competition**

This procurement process is designed to provide full and open competition. Nothing contained herein is intended to, nor should it be construed to, limit competition, but instead is intended to provide fair, impartial, and free competition among all BIDDERS. It is the intent that this IFB permit and encourage open competition. This IFB identifies all factors that will be used in the selection process and their relative importance. Selection of the most qualified and responsible BIDDER will be based on the technical merits of their proposal and their ability to perform successfully under the terms outlined in this IFB.

## **2.14. Community Development Block Grant (CDBG) and Emergency Services Grant (ESG) Requirements**

This project is being funded in whole or in part by the Community Development Block Grant Program (CDBG) and Emergency Services Grant (ESG). All federal CDBG and ESG requirements will apply to the contract. All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM). Bidders on this work will be required to comply with the President's Executive Order No. 11246 & Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must comply with Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240.

Bidders must also make positive efforts to use small and minority-owned business and to offer employment, training, and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

**Lexington County CDBG and ESG Contract Provisions will be attached to the resulting contract and will be discussed in detail at a pre-construction conference with the winning bidder.**

## ATTACHMENT A

### NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is entered into by and between SISTERCARE, INC. with its principal offices at P.O. BOX 1029, COLUMBIA, SC 29202 ("Disclosing Party") and \_\_\_\_\_, located at

\_\_\_\_\_  
("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have adverse impacts on the safety and confidentiality of the clients and staff of the domestic violence shelter, including the address of the property, the layout of the property and buildings (including interior), phone numbers, names, and any other identifying information of staff, clients, or location of Disclosing Party. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.



4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

Disclosing Party

Receiving Party

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTACHMENT B**  
**CONTRACT BID FORM**

**1. Costs for providing services and materials**

Item	Quantity	Unit Cost	Total Cost
Project planning and permitting			
Mobilization and site preparation, including removal and disposing of all materials being replaced			
Replacing roofing of 1 building			
Repairing wood siding of 1 building			
Replacing electrical system of 1 building			
Painting the interior of 1 building			
Replacing the plumbing of 1 building			
Replacing the carpet of 1 building			
Replacing 1 exterior door			
Replacing security fencing			
Replacing existing storage shed			
Installing electricity from existing pole to new storage shed			
<b>TOTAL BID</b>			

**2. Timing**

Duration of time needed for work to be complete. \_\_\_\_\_

Date of Availability to perform work. \_\_\_\_\_

**3. License and Insurance**

Each bid shall be accompanied by insurance and license information

**4. Client References**

Each bid shall be accompanied by three (3) client references for recently performed, relevant projects within the last 5 years that indicate the past performances and abilities of the bidder. Include a key client contact person for each project with their current daytime phone number and email address.

**Bid Submitted by:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ FAX: ( \_\_\_\_\_ ) \_\_\_\_\_

Email: \_\_\_\_\_

Name of person submitting this Bid: \_\_\_\_\_

Signature of person submitting this Bid: \_\_\_\_\_

Telephone number of person submitting this Bid: ( \_\_\_\_\_ ) \_\_\_\_\_

Email address of person submitting this Bid: \_\_\_\_\_