



**Capital Projects & Purchasing Department  
113 Mable T. Willis Blvd.  
Walterboro, SC 29488  
843.539.1968**

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**RFP: CPST-03  
ROOF REPLACEMENT TO TOWN OF LODGE  
WATER PUMP STATION**

**RFP DUE: Thursday, November 19, 2015 @ 11:00am**

**MAIL RFP RESPONSE TO:**

Capital Projects & Purchasing Department  
Attn: Kaye B Syfrett  
113 Mable T. Willis Blvd.  
Walterboro, SC 29488

**DELIVER RFP RESPONSE TO:**

Capital Projects & Purchasing Department  
Attn: Kaye B Syfrett  
113 Mable T. Willis Blvd.  
Walterboro, SC 29488

## A. OVERVIEW

Colleton County, South Carolina (the "**County**") requests proposals from qualified, licensed contractors to remove and replace the roof on the Town of Lodge Water Pump Station located at 101 McCune Branch Lane, Lodge, SC 29082.

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. After which, only the names of the respondents will be publicly announced. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the Offeror's name, address, and the solicitation name and number.

This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of proposals submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.

## B. SCOPE OF WORK

The project consists of removing the current roof in its entirety down to the top course of the CMU wall. It is imperative that the facility remain in working order during the duration of the project. At no time should power be disconnected from the facility. The lighting in the rooms are the only electrical supplies that are authorized to be disconnected during the roof replacement.

- Roof type, galvanized. Standing seam, 24 gauge.
- Ceiling to be painted, Ceiling White.
- The inner stud walls shall be covered with 7/16<sup>th</sup> BC plywood and painted. Color match the interior walls.
- Color match and paint T111 siding the same color as the exterior CMU
- Ceiling sheathing; Sanded Pine, 5/8 BC Plywood.
- Fascia to be treated grade 1 pine board, painted the same color as the T111.
- The room lighting shall be reinstalled in the same proximity as they are currently located when the new roof has been installed. (Reuse interior lighting)
- The interior of the facility shall have ceiling sheathing installed (5/8 BC Plywood). Lattice strips shall cover all joints to seal the ceiling in its entirety. Ceiling to be screwed into place. No nails. All screw holes to be spackled over to create a smooth finish.
- Hollow metal doors to be primed and painted with two coats of paint. (Owner to specify color)
- 48" door and frame at this facility shall be replaced with a solid face, hollow metal door of the same type and dimension. The opening and swing type shall not change.
- Replace the two (2) exterior lights that shine on the pump with new lights of the same type and wattage.
- All interior lighting shall be reused. Care in removal should be taken so as not to damage these fixtures.
- The two doors into the facility shall have new door hardware. Stainless steel lever actuators. Both locks keyed alike with 5 extra keys. Contractor to submit hardware for approval.

While all specifications and drawing diagrams may not be noted, good building practices are expected. All building codes are to be met and should be considered in the submitted quote.

The Contractor must be responsible and use utmost care in the protection of town property and adjacent properties, buildings, etc.; including all walkways, shrubbery, parked vehicles, and any other property in the area, from damage. Any damage, including damage to finished surfaces, resulting from the performance of this contract must be repaired to the County's satisfaction at the Contractor's expense.

The Contractor in its entirety, will be responsible for any loss or damage to its own materials, supplies and equipment, and to the personal property of its employees while they are maintained on the work site.

The work site may be occupied during the times work is performed. Contractor and Contractor's personnel must exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor will be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destruction or criminal activity.

All County, Town and local codes, rules and regulations concerning safety will be adhered to by the contractor.

The Contractor will be responsible for assuring the safety of his employees, County employees, Town employees and the general public during performance of all services under this contract.

The Contractor must assure that all crews are fully and properly equipped to perform services promptly and safely without delay.

Possession and consumption of drugs or alcoholic beverages is strictly prohibited at all times at the job site and on or around the County's property.

Work may be temporarily stopped by the Colleton County Capital Projects Director or his designated representative due to severe weather, lack of material, safety violations or other unforeseen circumstances.

Permits are also the responsibility of the contractor. Colleton County will not wave disposal fees.

All rubbish accumulated from the job must be removed from the Towns premises by the Contractor at his expense. No trash or other debris is to be placed in County dumpsters or other trash facilities belonging to County.

The project will be supervised on a daily basis by the Colleton County Capital Projects Director. Upon completion of the project, work performed by the contractor will be inspected and approved by the Colleton County Capital Projects Director. Payment will not be made for any service until all requirements and acceptance of service as to contract compliance has been approved by the Colleton County Capital Projects Director.

## C. INSTRUCTIONS TO VENDOR

1. Submittal must include one (1) original proposal response clearly marked as original, and one (1) complete copy of the proposal response along with a completed W-9 form. Responses must be in a sealed envelope/package containing the solicitation name and number. The individual signing the response must be an Agent legally authorized to bind the company.

2. Show solicitation number on the outside of mailing package. Colleton County assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the vendors sole responsibility to insure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. The vendor must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Colleton County reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the County or its agents for its determination in this regard.
5. RESPONSE FORM: All responses shall be printed in ink or typewritten. If required, additional pages may be attached. Proposals written in pencil will be disqualified.
6. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the vendor's name, address, and the solicitation name and number.
7. This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of RFP submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.

Questions regarding this solicitation must be submitted via email to John Stieglitz, Capital Projects & Purchasing Director [jstieglitz@colletoncounty.org](mailto:jstieglitz@colletoncounty.org) no later than 11:00am on November 12, 2015.

**A "No Response" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply.**

## D. SELECTION CRITERIA

It is the intent of Colleton County to award one contract to the lowest responsive, responsible bidder based on the total proposal submitted on the Proposal Form with final approval by Colleton County Council.

## E. SPECIFIC TERMS AND CONDITIONS

1. COMPETITION: This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing no later than five (5) business days prior to the scheduled due date and time.

2. **RESPONDANTS QUALIFICATION:** The County reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Vendor's ability to provide said services.
3. **RESPONSE WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Manager.
4. **REJECTION:** Colleton County reserves the right to reject any and all proposals, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.
5. **WAIVER:** The County reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
6. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 60 calendar days.
7. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful offeror will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
8. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Colleton County.
9. **DEBARMENT:** By submitting a qualification package, the contractor is certifying that they are not currently debarred from responding to any request for proposals by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency or subdivision of the State of South Carolina.
10. **DEFAULT:** In case of default by the Contractor, the County reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Contractor will be considered in future RFP's until the assessed charge has been satisfied.
11. **HOLD HARMLESS:** All respondents to this RFP shall indemnify and hold harmless Colleton County Government and any of their officers and employees from all suits and claims alleged to be a result of this request for proposals. The issuance of this request of proposals constitutes only an invitation to present a proposal. Colleton County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for proposals. Colleton County also reserves the right to seek clarifications, to negotiate with any Contractor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
12. **CANCELLATION:** In the event that this request for proposals is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred in connection with this request for proposals or otherwise.

13. COLLETON COUNTY PURCHASING ORDINANCE: The Request of Proposals is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this request for proposals in their entirety except as amended or superseded within. This ordinance can be found at <https://www.municode.com/library/sc/colletoncounty/codes/codeofordinances> under Title 3 - Revenue and Finance.
14. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request of proposals shall be just cause for the rejection of the qualification package. However, Colleton County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.
15. CONTRACT AWARD:
  - a. This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Contractor and the County. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.
  - b. The successful Contractor shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.
16. CONTRACT ADMINISTRATION: Questions or problems arising after award of an agreement shall be directed to the Procurement Manager by calling (843) 539-1968. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Capital Projects & Purchasing Department, 113 Mable T. Willis Blvd, Walterboro, SC 29488.

## F. GENERAL CONTRACTUAL REQUIREMENTS

1. ABANDONMENT OR DELAY: If the work to be done under this contract shall be abandoned or delayed by the Contractor, or if at any time the County shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Contractor, the County may annul the contract or any part thereof if the Contractor fails to resolve the matter within thirty (30) days of written notice.
2. CONTRACTOR'S COOPERATION: The Contractor shall maintain regular communications with the Project Manager and shall actively cooperate in all matters pertaining to this contract.
3. RESPONSIBILITY: The Contractor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.
4. NON-APPROPRIATION / SUBSTITUTION PERMITTED: If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.

5. INDEMNIFICATION: Except for expenses or liabilities arising from the negligence of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person, directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor, or occurring to any member of the public. When the County submits notice, Offeror shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Contractor's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally the County will not provide indemnity to the successful CONTRACTOR. Failure to comply with this section may result in your request for proposal to be deemed non-responsive.

6. FORCE MAJEURE: The Offeror shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without 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 default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
7. ARBITRATION: Under no circumstances and with no exception will Colleton County act as arbitrator between the Contractor and any sub-contractor.
8. PUBLICITY RELEASES: Offeror agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the County, type and duration of any resulting agreement may be used and then only with prior approval of the County. The Contractor also agrees not to publish, or cite in

any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.

9. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.
10. **ASSIGNMENT:** The Contractor shall not assign in whole or in part any agreement resulting from this Request for Proposals without the prior written consent of the County. The Contractor shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.
11. **AFFIRMATIVE ACTION:** The successful Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
12. **FAILURE TO DELIVER GOODS IN ACCORDANCE WITH TERMS & CONDITIONS:** In case of failure to deliver goods in accordance with the contract terms and conditions, Colleton County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.
13. **TERMINATION OF CONTRACT:**
  1. Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the contractor.
    - a. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.
    - b. **Termination for Cause:** Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for proposals shall apply.
    - c. The County shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
  2. **Non-Appropriations Clause:** Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Contractor, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.



14. **GOVERNING LAWS:** Any contract resulting from this request for proposals shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.
15. **BONDS:** Payment and Performance Bonds are not required for this request for proposal.
16. **PURCHASING CARD:** By submitting a proposal, contractor agrees to accept payment by the Colleton County Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows county agencies to make authorized purchases from a vendor, in conjunction with a purchase order.
17. **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.
18. **TYPE OF CONTRACT:** This contract is a unit price contract.
19. **INSURANCE:** Colleton County will require the following remain in force at all times through the life of the contract:  
Professional Liability Insurance – Minimum \$1,000,000.00 - Proof of in force insurance must be provided in the response to the RFP

Other insurances:

Workers' Compensation - \$100,000 – each accident

Statutory Coverage and Employer's - \$100,000 each employee

Liability - \$500,000 – policy limit

Comprehensive General Liability - \$1,000,000 – bodily injury each occurrence

\$1,000,000 – bodily injury aggregate

\$1,000,000 – property damage each occurrence

\$1,000,000 – property damage aggregate

Products – Completed Operations - \$1,000,000 – aggregate

Business Auto Liability – Same as Comprehensive General Liability

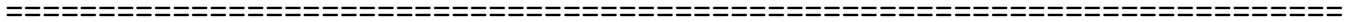
Excess or Umbrella Liability - \$1,000,000

Colleton County will be named as an “additional insured”



**PROPOSAL FORM  
CPST-03 ROOF REPLACEMENT TO TOWN OF LODGE  
WATER PUMP STATION**

**TOTAL:** \_\_\_\_\_



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

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

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

Telephone Number: (    ) \_\_\_\_\_

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

Print name: \_\_\_\_\_

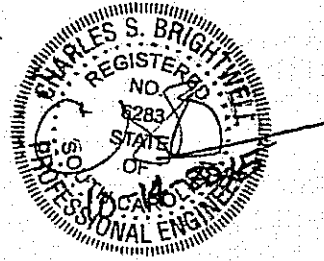
Title: \_\_\_\_\_

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

THIS PLAN IS THE PROPERTY OF CHARLES S. BRIGHTWELL P.E. THE PURCHASER OF THIS PLAN IS GRANTED THE RIGHT TO CONSTRUCT A TOTAL OF ONE BUILDING. THIS PLAN IS UNLAWFUL TO REPRODUCE ANY PART OF THIS PLAN EITHER ON PAPER OR ON DIGITAL MEDIA. CHARLES S. BRIGHTWELL P.E. CONSTRUCTION OF THIS PLAN IS TO BE IN CONFORMANCE WITH ALL LOCAL, STATE AND FEDERAL CODES. CONTRACTOR AND SUB-CONTRACTORS SHOULD CHECK ALL DRAWINGS PRIOR TO CONSTRUCTION.

NO.	DATE	REVISIONS

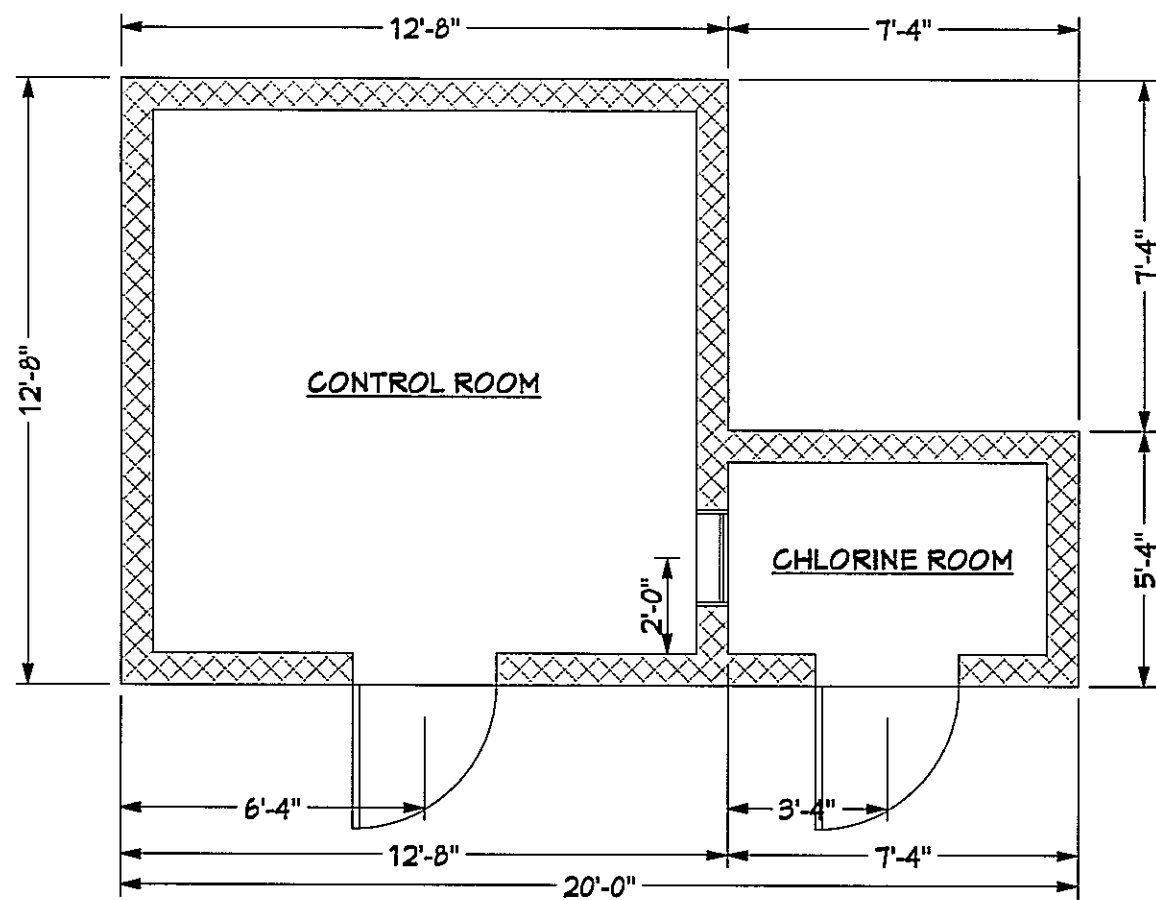
CHARLES S. BRIGHTWELL P.E.  
318 LYNWOOD ROAD  
WALTERBORO, SC 29488



PREPARED FOR:  
Colleton County  
Lodge Water System

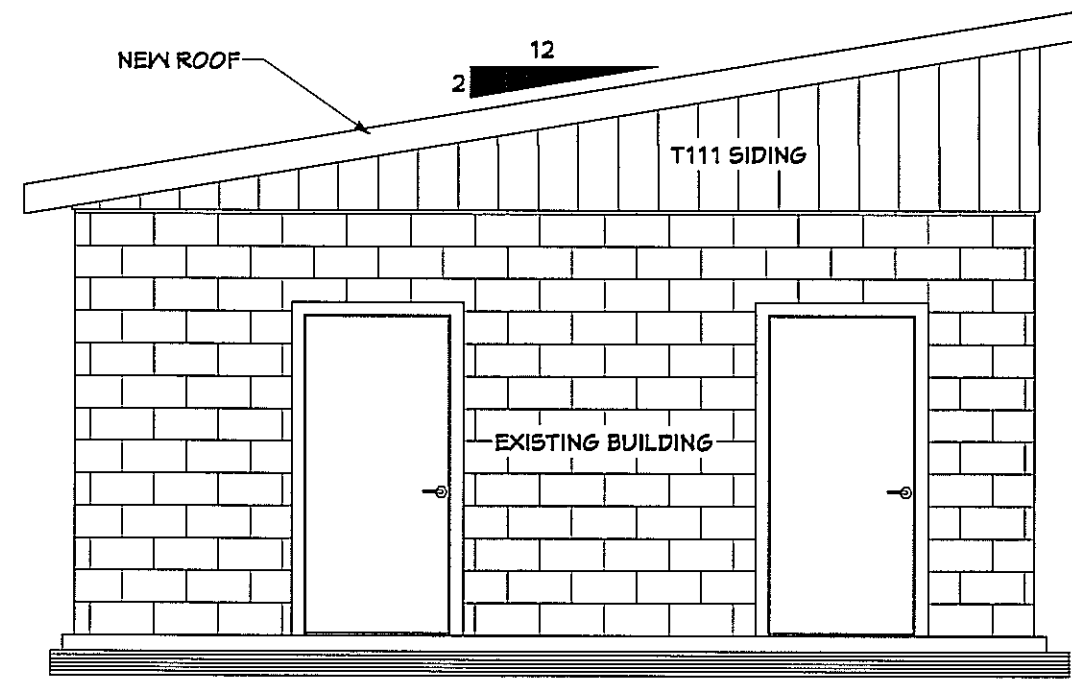
DATE: 10-14-2015  
SCALE: GIVEN  
DESIGNED BY: BSC CHECKED BY: CSB  
JOB #: 2202-268-2015

SHEET #:  
**D1**  
OF SHEETS



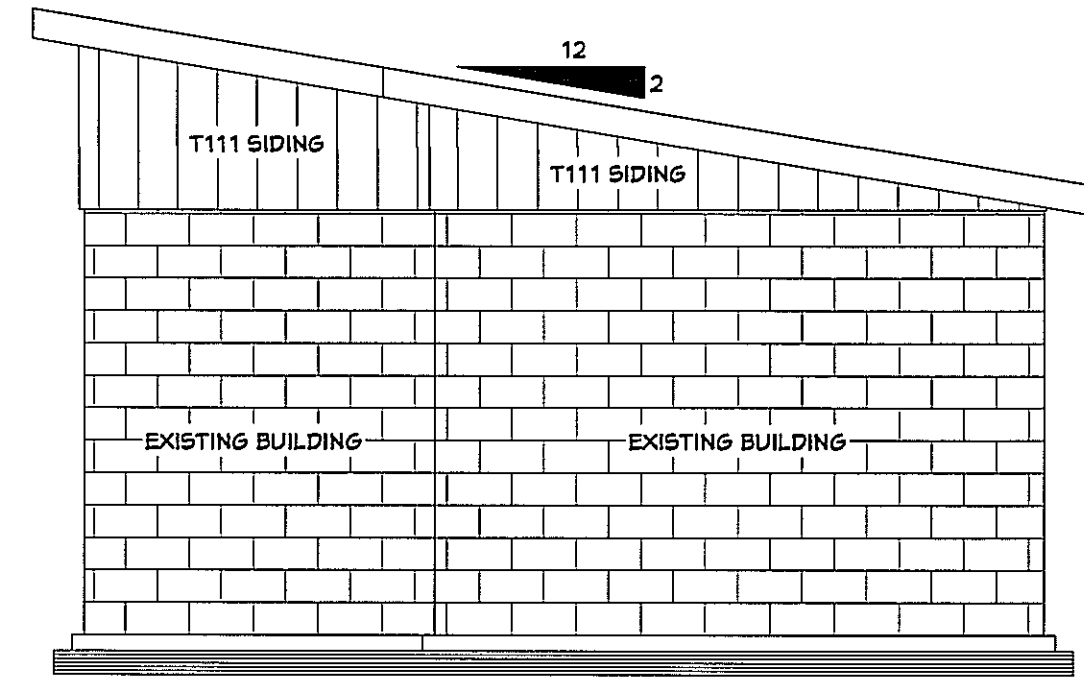
**EXISTING FLOOR PLAN**

SCALE: 1/4"=1'-0"



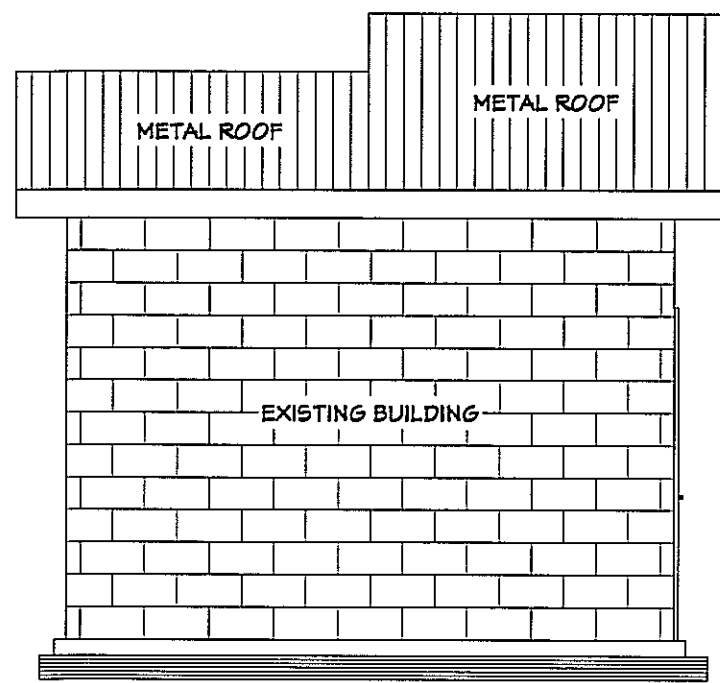
**FRONT ELEVATION**

SCALE: 1/4"=1'-0"



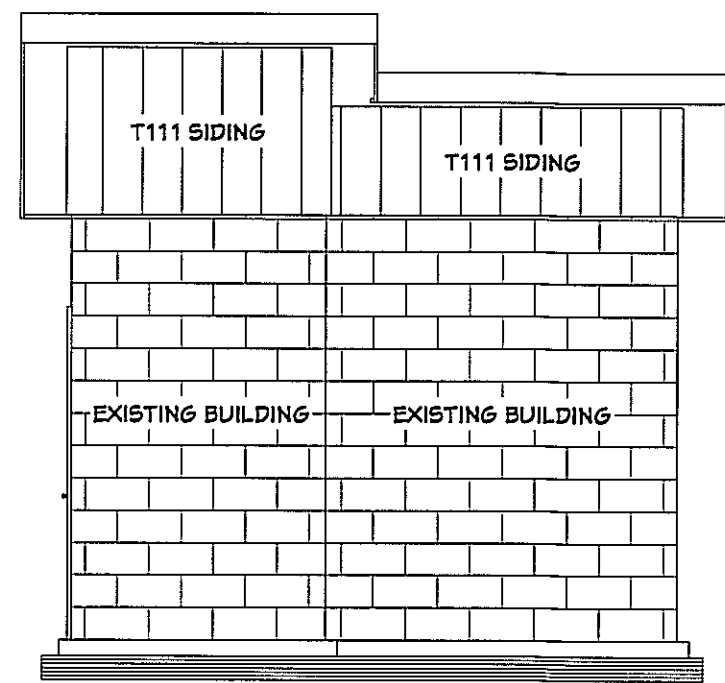
**REAR ELEVATION**

SCALE: 1/4"=1'-0"



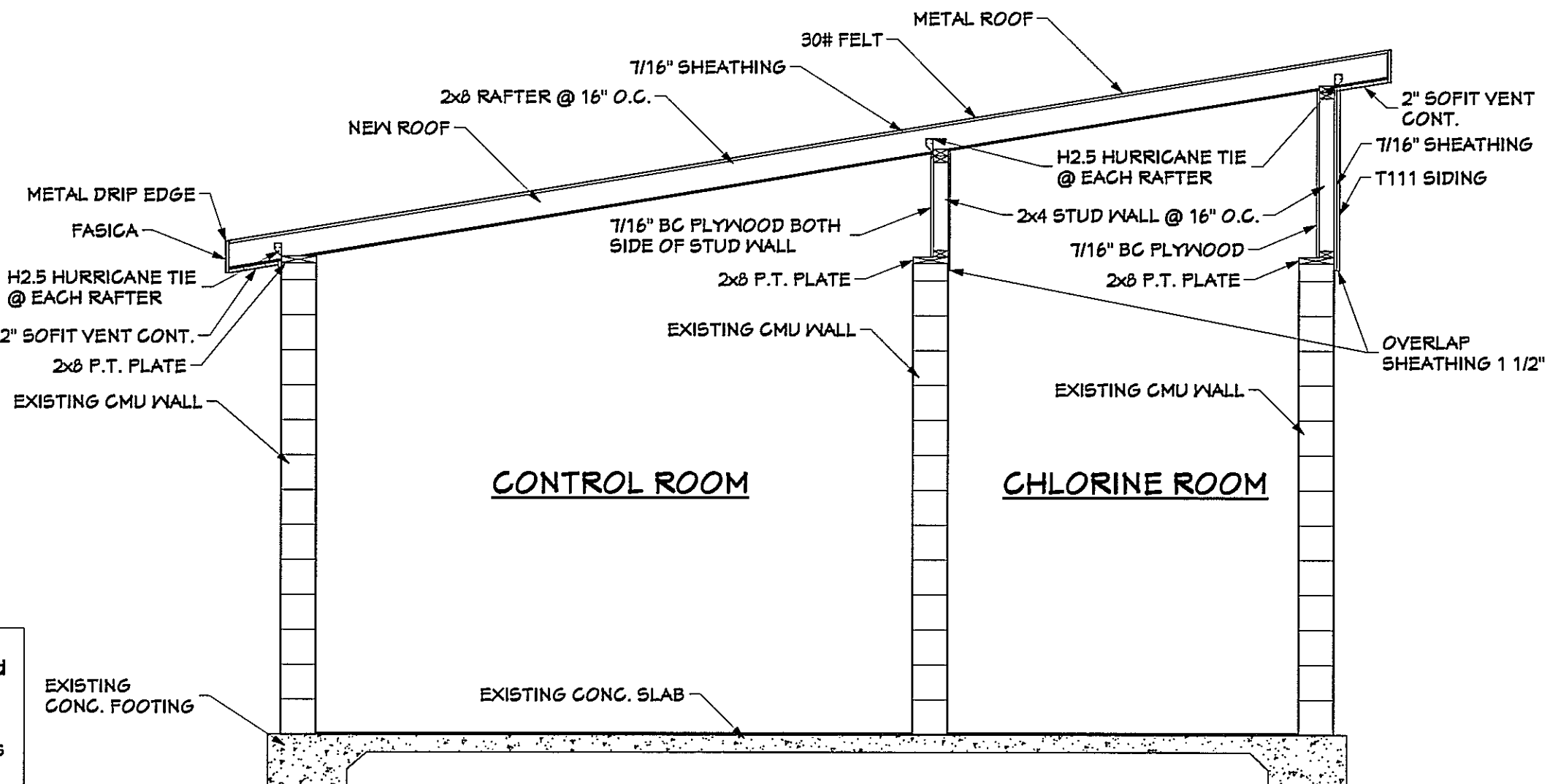
**LEFT ELEVATION**

SCALE: 1/4"=1'-0"



**RIGHT ELEVATION**

SCALE: 1/4"=1'-0"



**CROSS SECTION**

N.T.S.

NOTE: DUE TO THE NATURE OF ADDITIONS AND REMODELING ALL DIMENSIONS SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND ANY DISCREPANCIES SHALL BE REPORTED TO CHARLES S. BRIGHTWELL P.E. FOR JUSTIFICATION AND / OR CORRECTIONS. BUILDER/HOMEOWNER SHALL ASSUME LIABILITY FOR ERRORS THAT ARE NOT REPORTED. THE INFORMATION CONTAINED IN THESE PLANS ARE LIMITED TO THE OBSERVATION OF THE INFORMATION AND CONDITIONS AS PROVIDED BY YOU THE HOME OWNER. CHARLES S. BRIGHTWELL P.E. ASSUMES NO LIABILITY FOR ANY CHANGES OF MODIFICATIONS MADE TO THESE PLANS IN WHOLE OR PART.

To the best of my knowledge these plans are drawn to comply with owner's and/ or bullder's specifications and any changes made on them after prints are made will be done at the owner's and / or bullder's expense and responsibility. The contractor shall verify all dimensions and enclosed drawing. Charles S. Brightwell P.E. is not liable for errors once construction has begun. While every effort has been made in the preparation of this plan to avoid mistakes, the maker can not guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter.

Homeowner will take the necessary precautions to remove or relocate items of value to be reused and/or saved, or in any danger or being damaged due to construction process. Contractor shall verify all dimensions and conditions on site before construction begins. Any discrepancies shall be reported to Charles S. Brightwell P.E. for corrections before proceeding with construction. Contractor and/or owner shall assume respnsibility for errors that are not reported.