

**AD- CLARENDON COUNTY REQUEST FOR PROPOSALS
ROOFING SYSTEM UPGRADE AT CLARENDON COUNTY FIRE DEPARTMENT**

Clarendon County is accepting sealed PROPOSALS from qualified contractors to provide a **ROOFING SYSTEM UPGRADE TO CLARENDON COUNTY FIRE DEPARTMENT, LOCATED AT THE EMERGENCY SERVICES COMPLEX, 219 COMMERCE STREET, MANNING, SC 29102**

Project work consists generally of (but is not limited to): applying Foam Flute Filler to be installed over the existing metal standing seam panels and then mechanically installing a ½' layer of high density board over the entire roof area. Finally, a fully adhered 60 mil Thermoplastic Polyolefin (TPO) membrane roofing system shall be installed over the high density board. The TPO membrane roofing system shall be properly installed to suit the existing job conditions with respect to corners, curbs, edges, expansion joints, penetration pockets, pipes, seams, wall termination, etc.

MANDATORY ON-SITE PRE-PROPOSAL CONFERENCE: will be held on-site at **10:00 a.m. Friday, May 29, 2015**, on-site conference is necessarily MANDATORY, due to appurtenances of existing roof. This project will be managed by Clarendon County's A&E consultant, **MEADORS INC.**

OWNERS RIGHTS: Clarendon County reserves the right to accept or reject any, all or any part of proposals received as a result of this request, to waive any informalities or to cancel in part or in its entirety this request, if it is in its best interest to do so. Clarendon County will be sole judge as to whether proposals submitted meet all requirements. All proposals submitted shall become the property of Clarendon County. This solicitation does not commit Clarendon County to award a contract, to pay any cost incurred in the preparation of proposals or to procure or contract for goods or services. **PROPOSALS WILL NOT BE CONSIDERED FROM ANY VENDER OWING DELINQUENT BUSINESS PROPERTY TAXES TO CLARENDON COUNTY**

Proposals will be ranked using the following criteria:

1. List of relevant projects including description, scope, project cost, and owner's contact information.
2. Immediate availability to do work.
3. References
4. Price Proposal + Warranty

The highest ranked proposal(s) may warrant an oral presentation. If applicable, you will receive an invitation to make an oral presentation. The County reserves the right to interview all or any of the responding firms to this RFP. All proposals must provide satisfactory evidence of ability to furnish services in accordance with the terms and conditions outlined in the solicitation.

DEADLINE TO SUBMIT: Sealed PROPSALS must be received by **5:00 P.M. Friday, June 12, 2015 at 5:00 p.m.**

Interested parties **must request PACKAGE in writing, via fax, mail or e-mail (preferred) to:**

Tamika Malone CPPO, CPPB * procurement@clarendoncountygov.org
PROCUREMENT DIRECTOR
CLARENDON COUNTY
411 SUNSET DRIVE ROOM 603
MANNING, SC 29102 PHONE (803) 433-3240 FAX (803) 433-4002



**CLARENDON COUNTY
PROCUREMENT
REQUEST FOR PROPOSALS
PRICE PROPOSAL SUBMITTAL FORM**

Solicitation Number **061215 ROOFING SYSTEM FOR THE CLARENDON COUNTY FIRE DEPARTMENT, MANNING, SC 29102**
Buyer Tamika Malone, CPPO, CPPB
Procurement Director
411 Sunset Drive, Room 603
Manning, SC 29102 procurement@clarendoncountygov.org

*******INSTRUCTIONS*******

AWARD & AMENDMENTS

SUBMIT: ONE (1) COPY of your SEALED PRICE PROPOSAL, Please use this page (page 2) as your **PRICE SUBMITTAL FORM**, this form **must** be signed.
SUBMIT: ONE (1) COPY of your SEALED TECHNICAL PROPOSAL, Please include required verification sources from **Page 7** with your **TECHNICAL PROPOSAL**. Please show project solicitation number on envelopes. The award, this solicitation, and any amendments will be posted on the Clarendon County website at <http://clarendoncountygov.org/index.php/procurement/current-solicitations>
MANDATORY PRE-PROPOSAL CONFERENCE ON-SITE, Friday, May 29, 2015 at 10:00 A.M.
DEADLINE TO SUBMIT PROPOSALS: JUNE 12, 2015, 2014 at 5:00 p.m.

NAME OF OFFEROR (Full legal name of business submitting the offer)

OFFEROR'S TYPE OF ENTITY: (Check one)
 Sole Proprietorship Partnership Corporation ___State of Inc.

AUTHORIZED SIGNATURE

Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above. My signature indicates my agreement to be bound to the terms and conditions contained herein.

Government entity (federal, state, or local) Other
 DBE/MBE SC RESIDENT VENDOR
 CERTIFICATE OF INSURANCE ENCLOSED

TITLE (Business title of person signing above)

SC CONTRACTOR'S LICENSE NUMBER

TAX PAYER ID _____ DUNS _____

PRINTED NAME (Printed name of person signing above)

DATE

ACKNOWLEDGEMENT OF ADDENDUMS:
 ADDENDUM #1 ADDENDUM #2

OFFEROR'S ADDRESS

CITY/STATE

ZIP CODE

PHONE

FAX

E-MAIL

I hereby certify that my below price includes cost for permits, fees, personnel, supervision, labor, materials and equipment required to provide **ROOFING SYSTEM UPGRADE TO CLARENDON COUNTY FIRE DEPARTMENT, LOCATED AT THE EMERGENCY SERVICES COMPLEX, 219 COMMERCE STREET, MANNING, SC 29102** in accordance with all terms, conditions and specifications contained herein.

PROPOSED FIXED PRICE \$ _____

My signature indicates that this offer may not be revoked or withdrawn after the time set for the opening of bids, but shall remain open for acceptance for a period of sixty (60) days following the bid date.

ACCEPTED BY: _____
Tamika Malone CPPO, CPPB
PROCUREMENT DIRECTOR

DATE _____

SECTION I. The purpose of this **REQUEST FOR PROPOSAL** is to seek a qualified Contractor for **ROOFING SYSTEM UPGRADE LOCATED AT THE CLARENDON COUNTY FIRE STATION 219 COMMERCE STREET, MANNING, SC 29102**

Due to appurtenances of existing roof, and nature of services required, the **ON-SITE PRE-PROPOSAL CONFERENCE IS MANDATORY**. Clarendon County stipulates that potential contractors must preview existing equipment and site surroundings in order to submit a realistic proposal. Prior to submitting a proposal, each contractor shall carefully examine the RFP document, study and become thoroughly familiarized with the specifications and terms and conditions contained herein. Clarendon County assumes no responsibility for any claim that contractor is not familiarized with project. This project will be managed by Clarendon County's A&E consultant, **MEADORS INC.**

This document will serve as the contract, by signing page 2 of this document, offeror's signature verifies familiarity with information contained within this entire solicitation and applicable amendments, and verifies to the County, offeror to be true and correct. Offeror certifies that offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. Offerer agrees to abide by all conditions of this solicitation and certifies that he/she is authorized to sign. Offerer affirms that *By submission of a signed agreement, he/she certifies, under penalties of perjury, that said firm complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.*

ADDENDUMS: All Addendums to and interpretations of this solicitation shall be in writing from the Procurement Director, Clarendon County. Any errors or omissions requiring correction shall be brought to the Procurement Director's attention immediately. The Procurement Director shall not be legally bound by any Addendum or interpretation that is not in writing. Any withdrawal request must be received by the due date and time, as specified in the document. It is the offeror's sole responsibility to ensure that these documents are received by the Procurement Director (or office) any time prior to the advertised deadline. Clarendon County assumes no responsibility for any claim that information is not complete or fairly disseminated.

CERTIFICATE OF INSURANCE: A copy of your 'Certificate of Insurance' **must** be submitted with your Proposal. For any CONTRACTOR visiting on-site in Clarendon County, providing consulting, evaluation or other services, for the protection of Clarendon County, CONTRACTOR shall maintain throughout the performance of its obligations under this Agreement a policy or policies of **WORKER'S COMPENSATION INSURANCE** with such limits as may be required by law, and a policy or policies of **GENERAL LIABILITY INSURANCE** with limits sufficient to cover any loss or potential loss resulting from this contract insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents and a policy or policies of **AUTOMOBILE LIABILITY INSURANCE** with such limits as may be required by law insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents while operating their vehicle(s) on Clarendon County property. **Successful Offeror/CONTRACTOR** shall name the County as additional insured on the contractor's insurance policies.

COMPETITION: This solicitation is intended to promote competition. If the 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 offeror to notify the Procurement Office in writing so as to be received five (5) days prior to opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed in writing to the Clarendon County Procurement Office, 411 Sunset Drive, Room 603, Manning, SC 29102.

CORRECTION OF ERRORS ON RESPONSE FORM(S): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal/bid. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal/bid shall be altered or amended after specified time for reviewing.

DEFAULT: In case of default by the contractor, Clarendon County reserves the right to purchase any or all services in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible proposal submitter/bidder until the assessed charge has been satisfied. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations. **Termination--Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, Clarendon County shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to Clarendon County for damages sustained by virtue of any breach by Contractor.

Termination--Funding. Should funding for this contract be discontinued, Clarendon County shall have the right to terminate the contract immediately upon written notice to Contractor. **Termination--Notice.** Clarendon County may terminate this contract at any time upon written notice to Contractor. **Warranty and Responsibilities.** Any failure of Contractor to provide goods or services or otherwise perform pursuant to this contract, including, without limitation, interruption or delay, that is due to failure of any services, individually or in combination, to successfully transition and/or to provide correct results as set forth in this document, shall not be *force majeure*, and shall be a breach of this contract. This applies to any failure of Contractor to perform and/or subcontractors that are due to perform any services, individually or in combination.

DISPUTES: The laws of South Carolina shall govern this Agreement. All litigation arising under said Agreement shall be litigated only in a nonjury hearing in the Circuit Court within the Third Judicial Circuit of Clarendon County, South Carolina. Upon approval of the Circuit Court, any such action shall be referred to the Master-in-Equity for Clarendon County. The prevailing party shall be entitled to recover attorney's fees and the costs of said litigation.

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED: Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

INDEMNIFICATION: Any term or condition is void to the extent it requires the County to indemnify anyone.

LIQUIDATED DAMAGES: A fixed sum of two hundred dollars, (\$200.00), shall accrue for each and every calendar day the Contractor fails to perform any contracted obligation specified herein, in whole or in part. Any liquidated damages assessed may be deducted from any payments due to the Contractor.

NON-APPROPRIATIONS: Any contract entered into by Clarendon County or its departments, institutions, agencies, political subdivisions or other entities resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

PROJECT MANAGEMENT: Contractor shall be responsible for coordinating all work with Clarendon County's consulting A&E, **MEADORS INC** including (but not limited to); pay requests, change orders or anticipated delays, and provide weekly progress updates.

Itemized approved invoices shall be submitted to: **CLARENDON COUNTY FINANCE
411 SUNSET DRIVE
MANNING, SC 29102**

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT: The County of Clarendon requires all contractual activities to be in compliance with local, state, and federal mandates concerning "Protection of Human Health and Environment". Any contractor doing business with the County will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "The Hazard Communication Standard" OSHA CFR 1910.1200 (scrr article 1,71-1910.1200). By submission of this proposal, the vendor agrees to take all necessary steps to insure compliance with these requirements.

PUBLICITY: Contractor shall not publish any comments or quotes by Clarendon County employees, or include the County in either news releases or a published list of customers, without the prior written approval of the Procurement Director.

REJECTION/CANCELLATION: Clarendon reserves the right to accept or reject any, all or any part of proposals received as a result of this request, or to cancel in part or in its entirety this request if it is in the best interest of the County to do so. Clarendon County will be sole judge as to whether offers submitted meet all requirements contained in this solicitation. Clarendon County will not be responsible for any cost incurred in the preparation of proposals. Clarendon County reserves the right to negotiate final price subsequent to the submission of qualified proposals. All statements shall become the property of Clarendon County upon submission.

RESTORATION OF PROPERTIES & EXISTING CONDITIONS: The Contractor shall be solely responsible for the continuity of service and shall maintain a safe and satisfactory operating condition for the duration of this project. The Contractor shall exercise every precaution to avoid damage to property and shall take all necessary precautions to prevent damage and/or take necessary action in the event of damage during project work. It shall be the Contractor's responsibility to keep the site neat and clean during the duration of the contract. At no time shall the Contractor allow any piece, part, pile, pool, or other collection of material be left in such allocation that would pose a hazard to persons in the work area.

The contractor shall actively exclude unauthorized persons from the work area. Contractor (and all approved sub-contractors) shall be appropriately licensed for the work proposed. The successful contractor shall also be responsible for obtaining any and all permits required. The contractor shall maintain all necessary insurance for any damages to material or persons, including employees. The project will be authorized for payment upon satisfactory inspection by the Project Manager. Any claims for additional work, beyond the given scope will be ineligible for payment unless prior approval is given by the County.

RESTRICTIONS APPLICABLE TO OFFERORS Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the SC state Ethics Act. (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials*. All communications must be solely with the Procurement Director or designee. This restriction may be lifted by express written permission from the

Procurement Director. (b) Unless otherwise approved in writing by the Procurement Director *you agree not to give anything to any Using Governmental Unit*.

SECTION II: SPECIAL TERMS & CONDITIONS

Contractor Qualifications

1. All proposals shall include key personnel who will be assigned to this project.
2. All offerors shall be licensed and certified to deliver within the applicable project jurisdiction(s).
3. Provide references for similar projects which are ongoing or have been completed within the last five (5) years.

Technical proposals must provide adequate proof of ability to provide services. Specifications are not intended to be restrictive, but indicate the required features for satisfactory performance. All proposals must be complete and carefully worded and must convey all of the information requested in order to be considered responsive.

AWARD CRITERIA: Technical Qualifications will be evaluated, qualified and ranked. After Technical Qualifications are evaluated, qualified and ranked, the "Price Proposal" will be opened and evaluated. The highest ranked proposal(s) may warrant an oral presentation. If applicable, you will receive an invitation to make an oral presentation. The County reserves the right to interview all or any of the responding firms to this RFP. The County anticipates that it will award contract(s) in a timely manner. All respondents will be notified in writing of the final selection.

The following criteria will be used to evaluate Proposals:

1. List of relevant projects including description, scope, project cost, and owner's contact information.	0-25 points
2. Immediate availability to do work.	0-20 points
3. References	0-25 points
4. Price Proposal + Warranty	0-30 points
TOTAL POSSIBLE POINTS	100 points

Clarendon County reserves the right to accept or reject any, all or any part of offers received as a result of this request, to waive any informalities or to cancel in part or in its entirety this request, if it is in the best interest to do so. Clarendon County will be sole judge as to whether proposals submitted meet all requirements. All proposals shall become the property of Clarendon County. This solicitation does not commit Clarendon County to award a contract, to pay any cost incurred in the preparation of proposals or to procure or contract for goods and services.

SECTION III. REQUIRED VERIFICATION SOURCES

Project Start and Time to Completion:

We will start work _____ days after receipt of the Purchase Order.

Our estimated Time from Start to Completion is _____ days.

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

(Classification) (Subclassification) (Limitations)

REFERENCES: Please provide references who can verify similar work.		
COMPANY:	CONTACT NAME:	PROJECT:
ADDRESS:	PHONE: ()	Was project completed within budget and minimum change orders? <input type="checkbox"/> Yes <input type="checkbox"/> No
E-MAIL:		
COMPANY:	CONTACT NAME:	PROJECT:
ADDRESS:	PHONE: ()	Was project completed within budget and minimum change orders? <input type="checkbox"/> Yes <input type="checkbox"/> No
E-MAIL:		
SUBCONTRACTORS LIST: All Subcontractors in excess of 1/2 of 1% of total Offer must be listed. Clarendon County reserves the right to approve all subcontractors, any subcontractor not listed herein must be approved with a written consent from Procurement Director. Please attach any additional numbered pages as required		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		E-MAIL
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		E-MAIL
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()

SECTION IV: SCOPE OF WORK:

ROOFING SYSTEM UPGRADE TO CLARENDON COUNTY FIRE DEPARTMENT, LOCATED AT THE EMERGENCY SERVICES COMPLEX, 219 COMMERCE STREET, MANNING, SC 29102 Project work consists generally of (but is not limited to): applying Foam Flute Filler to be installed over the existing metal standing seam panels and then mechanically installing a 1/2' layer of high density board over the entire roof area. Finally, a fully adhered 60 mil Thermoplastic Polyolefin (TPO) membrane roofing system shall be installed over the high density board. The TPO membrane roofing system shall be properly installed to suit the existing job conditions with respect to corners, curbs, edges, expansion joints, penetration pockets, pipes, seams, wall termination, etc.

SECTION V: PLANS & SPECIFICATIONS: see separate file provide by MEADORS