

**AD- CLARENDON COUNTY REQUEST FOR PROPOSALS
CONSTRUCTION OF ADA COMPLIANT RESTROOMS**

Clarendon County is accepting sealed PROPOSALS for the construction of **ADA COMPLIANT RESTROOMS AT J.C. BRITTON PARK, 3057 RACCOON ROAD, MANNING, SC 29102**

This project is funded by **South Carolina Department of Parks, Recreation & Tourism (SCPRT)**
Total project shall be performed and monitored in compliance with all local, state and federal mandates.

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

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 of outlined herein.

Upon award of contract, Clarendon County will supervise construction of project and authorize payments and acceptance of the project.

DEADLINE TO SUBMIT: Sealed PROPSALS must be received by **5:00 P.M. Friday, August 22, 2014.**

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

Tamika Malone 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
SUBMITTAL FORM**

Solicitation Number

Buyer

**082214-CONSTRUCTION OF ADA
COMPLIANT RESTROOMS**

Tamika Malone CPPO, CPPB
Procurement Director
procurement@clarendoncountygov.org

AWARD &
AMENDMENTS

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

NUMBER OF COPIES TO BE SUBMITTED: ONE (1) EACH. Please use this page (**page 2**) as your **SUBMITTAL FORM**, this form **must** be signed. Required verification sources from **Page 7** must be submitted. Please show project solicitation number on envelopes. Clarendon County assumes no responsibility for unmarked or improperly marked envelopes. All confidential information which is considered to be exempt from disclosure should be marked as propriety. The County reserves the right to determine which information is considered propriety. The award, this solicitation, and any amendments will be posted on the Clarendon County website at <http://www.clarendoncounty.sc.gov> **DEADLINE TO SUBMIT: August 22, 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 Incorporation
 Government entity (federal, state, or local) Other
 DBE/MBE **SC RESIDENT VENDOR**
 CERTIFICATE OF INSURANCE ENCLOSED

TAX PAYER ID _____ DUNS _____

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.

TITLE (Business title of person signing above)

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 for the **CONSTRUCTION OF ADA COMPLIANT RESTROOMS** in accordance with all terms and conditions contained in this solicitation.

**PLEASE USE THIS PAGE AS PRICE SUBMITTAL FORM*

LUMP SUM PROPOSAL \$ _____

ACCEPTED BY: _____
 Tamika Malone CPPO, CPPB
 PROCUREMENT DIRECTOR

DATE _____

I: GENERAL

The purpose of this **REQUEST FOR PROPOSAL** is to seek a qualified Contractor for the **CONSTRUCTION OF ADA COMPLIANT RESTROOMS AT J.C. BRITTON PARK, 3057 RACCOON ROAD, MANNING, SC 29102**. Owner will provide tamper resistant fixtures to be used. This project is funded by **South Carolina Department of Parks, Recreation & Tourism (SCPRT)**

The County intends to select and retain a contractor whose response to this "Request for Proposal" best demonstrates ability to perform and comply with requirements contained herein. The purpose of the Technical Proposal is to demonstrate qualifications, competence and strategic plan to provide required services.

AWARD CRITERIA: Proposals will be evaluated, qualified and ranked. The highest ranked proposal(s) may warrant an oral presentation. If applicable, you may 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 shall be notified in writing of the final selection.

Proposals will be ranked using the following criteria:

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	0-30 points
TOTAL POSSIBLE POINTS	100 points

The County reserves the right to interview all or any of the responding firms to this RFP. Your technical proposal need not be in any particular form, however, all proposals must provide satisfactory evidence of ability to furnish services in accordance with the terms and conditions of outlined herein.

Upon award of contract, Clarendon County will supervise construction of project and authorize payments and acceptance of the project. Total project shall be performed and monitored in compliance with all local, state and federal mandates.

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. Bids, Addendums or withdrawal request must be received by the time the request for proposal is due. 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. No BID may be withdrawn after that time.

CANCELLATION/REJECTION: Clarendon County reserves the right to accept or reject any, all or any part of the 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 proposals submitted meet all requirements contained in this solicitation. Clarendon County will not be responsible for any cost incurred in the preparation of this proposal. Clarendon County reserves the right to negotiate final price subsequent to the submission of qualified proposals.

CERTIFICATE OF INSURANCE: Successful offeror(s) shall name the County as additional insured on the contractor's insurance policies and will be required to provide a '**Certificate**' of Insurance upon notice of Intent to award a contract. Any **CONTRACTOR** visiting on-site in Clarendon County and those that are so located, and those that provide on-site equipment maintenance, 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 Workers' 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.

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. Award will be made to lowest responsive and responsible vendor. 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 Director, 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. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal 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 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.

EXISTING APPURTENANCES: The Contractor shall be solely responsible for the continuity of service and shall maintain a safe and satisfactory operating condition, all overhead surface, or subsurface utilities affected by his operations.

The Contractor shall exercise every precaution to avoid damage to existing property. The Contractor shall locate all existing utilities and take all necessary precautions to prevent damage and/or determine the extent of relocation required 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. Removal of all rubbish, waste materials, and unnecessary equipment shall be removed from the site except as otherwise specified. All work shall be accomplished so that the public and adjacent property owners will be inconvenienced as little as possible. Contractor shall be responsible for the repair of damage to public and other private lands that resulted from project work.

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: Any liquidated damages assessed, may be deducted from any payments due to the Contractor. A fixed sum of \$200.00 dollars per each and every calendar day the Contractor fails to perform in whole or in part any of his obligations specified herein.

MAINTENANCE & RESTORATION: It shall be the Contractor's responsibility to keep the site neat and clean for duration of project. All waste materials and unnecessary construction equipment shall be removed from the site. Contractor shall be responsible for repair of damage to public and other private lands resulting from project work.

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: The designated Project Manager for this project will be the Clarendon County Engineer, Billy Timmons. Successful offeror(s) will be responsible for coordinating all work through Engineer, including (but not limited to) problems, anticipated delays and providing progress reports as required. All routine and final inspections will be made by the County Engineer and will required for payment authorization.

Itemized invoice shall be submitted to: **CLARENDON COUNTY FINANCE**
411 SUNSET DRIVE ROOM 203
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.

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, all overhead surface, or subsurface utilities affected by his operations. The Contractor shall exercise every precaution to avoid damage to existing shoulder pavements, grassed areas, fences and monuments. The Contractor shall locate all existing utilities and take all necessary precautions to prevent damage and/or determine the extent of relocation required in the event of damage during project work.

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.*

II: PROJECT REQUIREMENTS:

Project work will consist of furnishing all supervision, labor, materials and equipment necessary for the **CONSTRUCTION OF ADA COMPLIANT RESTROOMS.**

1. The successful contractor (and all sub-contractors) shall be experienced in and appropriately licensed for the work proposed. The successful contractor shall also be responsible for obtaining any and all permits required.
2. The contractor shall perform all work in compliance with applicable local, state and federal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

3. The contractor shall repair any damage to all staging and work areas, caused by the contractor's equipment. The contractor shall restore or replace any damage to public or private properties to a condition at least equal to that of the existing prior to damage. Removal of all rubbish, waste materials, and unnecessary equipment shall be removed from the site except as otherwise specified.
4. The contractor shall assume full responsibility and liability to ensure compliance with all applicable regulations pertaining to the health and safety of personnel during project work.

III: REQUIRED VERIFICATION SOURCES:

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: ()

IV: PLANS & SPECIFICATIONS: see page 1-4 ENGINEERING NOTES