



**COLLETON COUNTY**  
SOUTH CAROLINA  
**Purchasing Department**  
**113 Mable T. Willis Blvd.**  
**Walterboro, SC 29488**  
**843.782.0504**

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BID: FM-60  
ROOF REPLACEMENT at the  
COLLETON COUNTY MEMORIAL LIBRARY

Due: Wednesday, February 28, 2024 @ 11:00 am

EMAIL RESPONSE TO:

Kaye B. Syfrett, Procurement Manager at [ksyfrett@colletoncounty.org](mailto:ksyfrett@colletoncounty.org)

Non-mandatory Pre-bid Meeting. Contractors and Subcontractors are encouraged to inspect the site on **Tuesday, February 13, 2024, at 10:00 am**. This will be the only available time for inspecting the building.

Questions regarding this solicitation must be submitted via email to Kelvin Priester, Facilities Director, [kpriester@colletoncounty.org](mailto:kpriester@colletoncounty.org), no later than **11:00 am Wednesday, February 21, 2024**.

## A. OVERVIEW

Colleton County, South Carolina (the "**County**") requests bids from qualified, licensed contractors to replace approximately 18,300 sf (+/-) of the roof and remove approximately 4,500 sf (+/-) of shingles on the Colleton County Memorial Library building located at 600 Hampton Street, Walterboro.

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 that, 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 Contractor's name, address, and the solicitation name and number.

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

The Bidding Documents can be found on Colleton County's website at:

<https://www.colletoncounty.org/bids-proposal-requests>

## B. SCOPE OF WORK

The project involves removing the existing membrane to expose the original roof system and installing a new TPO roof membrane.

1. The contractor shall be responsible for all licensing and permitting fees.
2. The contractor shall be responsible for all site protection and cleaning.
3. The project shall be completed and closed out within **30 calendar days** of the "Notice to Proceed."
4. The contract will be a lump sum contract. One (1) pay request shall be submitted after final project approval from the Facilities Director.

## C. SPECIFICATIONS

- Remove the top layer of membrane and wall shingles and dispose of them in the Colleton County dumpster
- Provide and install walk pads in a similar layout to existing
- Provide and install a new 60 mil reinforced TPO membrane
- Provide and install 24 gage standard color Kynar coated metal trims
- Secure TPO to shingles that will be replaced at a later date
- Clean up of work area and dispose of single-ply roofing generated debris
- Provide owner with manufacturer's 15-year warranty

## D. INSTRUCTIONS TO CONTRACTOR

1. The submittal must include **one (1)** BID response along with a completed **W-9 form**. The individual signing the response must be an Agent legally authorized to bind the company. Respondents must use the Bid Form included in the specifications to be considered responsive.
2. All bids are due by **11:00 am on Wednesday, February 28, 2024. Responses must be submitted via email to Kaye B. Syfrett, Procurement Manager, at [ksyfrett@colletoncounty.org](mailto:ksyfrett@colletoncounty.org).**
3. The contractor's sole responsibility is to ensure that solicitation responses, amendments to it, or withdrawal requests are submitted by the scheduled due date and time.
4. The contractor must 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.
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, pay any costs incurred in preparing the RFP submitted, or procure or contract for the services. The County reserves the right to accept, reject, or cancel in part or in its entirety offers received as a result of this request if deemed in the County's best interest to do so.

## E. SELECTION CRITERIA

It is the intent of Colleton County to award one contract to the lowest responsive, responsible contractor based on pricing on the Bid Form with final approval by Colleton County Council. Colleton County reserves the right to reject any bids and to award a most advantageous contract in the best interest of the County and its partners.

## F. SPECIFIC TERMS AND CONDITIONS

1. **COMPETITION:** This solicitation promotes full and open competition. Suppose any language, specifications, terms, and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source. In that case, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing no later than five (5) business days before the scheduled due date and time.
2. **RESPONDENT QUALIFICATION:** The County reserves the right to request satisfactory evidence of its 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 the successful offeror will be held responsible. Deviations must be explained in detail on a 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 a charge be assessed, a subsequent solicitation response of the defaulting Contractor will be considered in future RFPs once the assessed charge is 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 for 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 the award of an agreement shall be directed to the Procurement Manager by calling (843) 782-0504. 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.

## G. 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:

The 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 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, the 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 the proposal being 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 the 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 that Colleton County may have.

13. TERMINATION OF CONTRACT:

1. Subject to the Provisions below, the contract may be terminated by the Purchasing Department, providing thirty (30) days advance written notice 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 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 bid.

16. 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.

17. TYPE OF CONTRACT: This contract is a lump sum contract.

18. INSURANCE: Colleton County will require the following to 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 response to the BID

Other insurances:

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

Statutory Coverage and Employer - \$100,000 for 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.”***

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**BID SUBMITTAL**

The contractor will complete the work in accordance with the Contract Documents as outlined below for the cost listed in the following bid schedule. *The bid total shall include all associated labor, equipment, and materials.*

Installation of 60 mil TPO membrane \$ \_\_\_\_\_

**Bids are to be submitted via email to:**

**Kaye B. Syfrett, Procurement Manager at [ksyfrett@colletoncounty.org](mailto:ksyfrett@colletoncounty.org)**

=====

Contractor: \_\_\_\_\_

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

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

Telephone Number: ( ) \_\_\_\_\_

Contact Person & Title: \_\_\_\_\_

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

Federal Tax ID number: \_\_\_\_\_

Contractor's license number: \_\_\_\_\_



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**ADDENDA ACKNOWLEDGMENT**

The contractor has examined and carefully studied the Request for Bid and the following Addenda, receipt of all of which is hereby acknowledged:

<i>Amendment No.</i>	<i>Issue Date</i>

**By signing the Bid Submittal Form, the Contractor(s) acknowledges any and all issued addenda. Bids that fail to acknowledge the contractor's receipt of any addendum will result in the rejection of the offer if the addendum contains information that substantively changes the Owner's requirements or pricing.**

**INDEMNIFICATION**

The undersigned Bidder/Proposer will indemnify and hold harmless the Owner, Colleton County, and their agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the Work provided that any such claims, damages, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Bidder/Proposer, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, Colleton County, or any of their agents and/or employees by an employee of the Bidder/Proposer, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Bidder/Proposer under the Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Bidder/Proposer under this paragraph shall not extend to the liability of Colleton County or its agents and/or employees arising out of the reports, surveys, Change Orders, designs, or Technical Specifications.

**Contractor:** \_\_\_\_\_

**Authorized Representative Name and Title:** \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_



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**DEBARMENT**

The Contractor is certifying that they are not currently debarred from responding to any request for bids 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 bids on contracts by any agency or subdivision of the State of South Carolina or the United States Federal Government.

A Registered Contractor with SAMs: Yes  No

Cage Code. \_\_\_\_\_

DUN's No. \_\_\_\_\_

**CERTIFICATE OF FAMILIARITY**

The undersigned, having fully familiarized himself/herself with the information contained within this entire solicitation and applicable amendments, submits the attached response and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, contractor, or person submitting a response for the same materials, supplies, or equipment and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions outlined in this solicitation and certify that I have signature authority to bind the company listed herein.

Are you a minority business?

▶ **Yes** \_\_\_\_\_ ( \_\_\_\_\_ Women-owner/ \_\_\_\_\_ Disadvantaged). *If yes, please submit a copy of your certificate with your response.*

▶ **No** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Authorized Representative Name and Title:** \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_



**FM-49**

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DRUG-FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug-free Workplace Act, Section 44-107-10 South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of the facts upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for Colleton County projects.

For purposes of this Certification, a “Drug-free Workplace” is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor’s/Vendor’s duties under the contract. Contractor’s/Vendor’s employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s/Vendor’s workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The Contractor’s/Vendor’s policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction;
- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b)

from an employee or otherwise receiving actual notice of the conviction;

- (6) Taking one of the following actions within thirty (30) days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
  - (a) Taking appropriate personnel action against the employee, up to and including termination; and
  - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
  
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

**Contractor:** \_\_\_\_\_

**Authorized Representative Name and Title:** \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_