


Bid Submittal Form

<p><b>COLLETON COUNTY, SOUTH CAROLINA</b>, a body politic and corporate and a political subdivision of the State of SC</p>	<p>MAIL TO: Finance-Purchasing ATTN: Stacy Langdale PO Box 157 Walterboro, SC 29488</p>	
<p><b>SEALED BID</b></p>	<p>HAND CARRY TO: Purchasing Office, Room 208A Harrelson Building, 31 Klein Street Walterboro, South Carolina 29488</p>	
<p><b>Bids will be accepted until 2:00 PM, Wednesday, September 23, 2009</b></p> <p><b>Requires a MANDATORY Site Visit</b></p>	<p>TELEPHONE NO. (843) 549-5716</p>	
<p>Then Publicly Opened in Room 208</p>	<p><b>BID NUMBER: FM-25 Preparation &amp; Installation of a TPO Roof System at the Bernard Warshaw Building</b></p>	

VENDOR NAME: \_\_\_\_\_

VENDOR ADDRESS: \_\_\_\_\_

CITY-STATE-ZIP: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

(If different from above) \_\_\_\_\_

TELEPHONE NO.(\_\_\_\_\_) \_\_\_\_\_ FAX NO.(\_\_\_\_\_) \_\_\_\_\_

FEDERAL ID NO. \_\_\_\_\_ E-MAIL \_\_\_\_\_

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid 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 of this bid and verify that I am authorized to sign this bid for the proposer. I further state that the company affiliated with this bid currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

Proposer acknowledges receipt of the following addendum:

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

## INSTRUCTIONS TO OFFERERS

1. **Submit one (1) clearly identified original and one (1) exact duplicate of the Bid, a completed W-9 form, applicable Bonds, and a Certificate of Insurance for your agency in a sealed envelope with the bid number, agency name, as well as the time and date for opening prominently marked on the outside.**
2. Bids must be submitted to or at the time, date and exact location specified to be considered. No late bids, telegraphic, telephonic, or electronic bids will be accepted.
3. Bids must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid.
4. All information requested of the offerer must be entered in the appropriate space on the original forms. Failure to do so may be grounds for disqualification.
5. All information must be entered in ink or typewritten. Mistakes may be crossed out and corrected prior to submission, if initialed by the person signing the bid.
6. Corrections and/or modifications received after the closing time specified will not be accepted.
7. Time of delivery, defined as the number of calendar days between receipt of the order by the offerer and the receipt of goods or services by Colleton County, may be considered as one factor in determining the award.
8. Prices will be considered net if no discount is shown.
9. Colleton County reserves the right to award proposals received on the basis of individual items, groups of items, or the entire list of items; to reject any and all proposals; and to waive any technicalities.
10. In order for a bid to be considered complete, vendors must be able to supply all items in the bid package. In addition, unit prices must be specified for all bid items and all requested information in the bid package must be completed and returned in its entirety to constitute a complete bid.
11. **Prohibition of Gratuities:** It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore.
12. **Addendum to Bid:** If it becomes necessary to revise any part of this invitation to bid, an addendum will be provided in writing to all vendors receiving this solicitation. All amendments issued by Colleton County must be acknowledged in writing by vendor. In addition, all addenda will be posted to the Colleton County website at [www.colletoncounty.org](http://www.colletoncounty.org) under "Online Bids." It is the responsibility of the Vendor to check the website for addenda up to the time of the bid opening.

## GENERAL CONDITIONS

1. Colleton County reserves the right to award bids received on the basis of individual items, groups of items, or the entire list of items; to reject any and all bids; and to waive any technicalities.
2. Unit prices will govern over extended prices.
3. In case of tie bids, price and quality being equal, preference will be given to Colleton County vendors. In every case, Colleton County reserves the right to make awards deemed to be in the best interest of the County.
4. The Evaluation of the bids and the determination as the equality of the product offered is the responsibility of Colleton County, and will be based on information furnished by the offerer in the bid.
5. Unless otherwise indicated in the bid notice, prices must be firm, and remain in effect for ninety (90) days. Ambiguous bids which are uncertain as to fees, delivery, or compliance with specifications may be rejected or disregarded.
6. Brand names and numbers, when used, are for reference only to indicate character or quality desired and do not indicate a preference.
7. Equal items will be considered; equal items must state the brand name or quality; and Colleton County's determination of what constitutes equality will be final and conclusive.
8. When brand name, number, or level of quality is not stated by the offerer, it is understood that the offer is exactly as specified.
9. Sales, use, or excise taxes must not be included as any part of the bid price. These taxes, as well as any handling and shipping charges, **must be shown as separate items**. Shipping charges will be considered as a factor in determining awards.
10. Samples of any articles deemed necessary must be furnished free of any cost to Colleton County. These samples may be retained for future comparisons. Any samples not destroyed by testing or not retained for comparisons will be returned to the offerer at the offerer's expense upon request.
11. The successful offerer must indemnify and hold harmless Colleton County, its officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trade mark, or copyright.
12. In case of default by contractor, Colleton County reserves the right to purchase any or all items in default in open market, charging the contractor with any excess costs. Periods of performance may be extended if the facts as to the cause of delay are justified in the opinion of the proper Colleton County officials.
21. Failure to Perform: If, during the term of this contract, the vendor should refuse or otherwise fail to perform any of its obligations under the contract, the County reserves the right to: 1) Obtain the goods or services from another vendor; and/or 2) Terminate the contract; and/or 3) Suspend the vendor from bidding for a period of up to 24 months. If the County exercises this right, the County shall not be responsible for any portions of this contract, nor shall the County be responsible for any pro-rata billings, partial work completed, parts ordered, supplies, or any other vendor related costs related to the cancellation of the contract.
23. Every effort has been made to insure that all information needed by the Vendor is included herein. If the Vendor finds it cannot complete a bid without additional information, it may submit written questions to Stacy Langdale, Purchasing Manager at the addresses listed on the Bid Submittal Form or via e-mail at [slangdale@colletoncounty.org](mailto:slangdale@colletoncounty.org) . All questions and written replies will be distributed to all Vendors and will become a part of the solicitation. **Questions must be submitted in writing and received eight (8) days before the time of bid opening.**

## GENERAL PROVISIONS

1. **ORDER OF PRECEDENCE:** In the event of inconsistency between the provisions of this solicitation, the inconsistency must be resolved by giving precedence in the following order: (A) Colleton County Ordinance Number 2000-0-21 as amended, (B) The bidding schedule and instructions to offerers, (C) General conditions, (D) General provisions, (E) Other provisions of the contract whether incorporated by reference or otherwise, and (F) the Specifications.
2. **S.C. LAW CLAUSE:** Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offerer from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the offerer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
3. **EXCUSABLE DELAY:** The contractor will not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the 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 the fault of a subcontractor, and if such default arises out of control of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any 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.
4. **AWARD CRITERIA:** Award will be made to the lowest responsible offerer who submits a responsive bid that Colleton County considers to be most advantageous to its own interests.
5. **SPECIFICATIONS:** Any deviation from specifications in the bid solicitation must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful offerer will be held responsible therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this bid must be new and suitable for storage or shipment, and that prices include standard commercial packaging.
6. **RESPONSIBILITY:** The offerer must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in the invitation to bid, but which is not specifically designated as an Colleton County responsibility, is a responsibility of the Contractor's operation, and the offerer must include these in the response to this invitation to bid accordingly.
7. **INSURANCE:** Upon award of the contract or Purchase Order under this bid the contractor must maintain, throughout the performance of its obligations a policy or policies of **Worker's Compensation** insurance with such limits as may be required by law. In the event that the contractor has fewer than 3 employees and is not required by law to have Worker's Compensation insurance, a "Statement of Independent Contractor" form must be completed prior to starting work. Contractor must also maintain a policy or policies of **general liability** insurance 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 of their respective officers, directors, employees or agents. Such general liability insurance must have limits sufficient to cover any loss or potential loss resulting from this contract. **A copy of the Certificate of Insurance should be included with the bid.** Prior to commencing work hereunder, Offeror, at his expense, shall furnish insurance certificate showing the certificate holder as Colleton County, PO Box 157, Walterboro, SC 29488, Attention: County Purchasing and with a special notation  naming Colleton County as an additional insured on the liability coverage.
8. **AUDIT:** Contractor's records which pertain to this Contract must be open for inspection and/or audit by the County upon request for a period of five years after each contract year. For audit purposes, the County must verify that the material cost billed as a result of the contract are correct. Contractor must provide the County, upon its request, documentation of material purchase costs (e.g. copy of invoice from its supplier), and rental equipment is being invoiced properly.

BID PROCEDURES MUST COMPLY WITH THE PROVISIONS OF SC LAW AND REVISED PURCHASING ORDINANCE NUMBER 2000-0-21 AS AMENDED.

## PROJECT SPECIFICATIONS

### PURPOSE:

Colleton County, South Carolina is soliciting bids from qualified vendors for preparation services and installation of a fully adhered 45 mil TPO roof system (Dow, Firestone, or Versico). The TPO roof system will be installed at the Bernard Warshaw Building located at 219 South Lemacks Street, Walterboro, SC. The roof is approximately 27,406 sq ft including waste, upper roof, Penthouse and 2 lower roof sections only.

### PREPARATION:

Tear off and remove approximately 24,040 sq ft of existing roof system to expose concrete substrate.

### INSULATION:

Install approximately 25,000 sq ft of fully adhered 3 inch polyisocyanurate foam board on the newly exposed concrete roof substrate.

### 45 MIL WHITE TPO ROOF SYSTEM:

Install approximately 27,406 sq ft of fully adhered 45 mil white TPO Roofing System over the newly installed 3 inch polyisocyanurate foam board according to the manufacturer's recommendations. Extend membrane up to parapet walls and terminating with termination bar below concrete coping according to the manufacturer's recommendations.

Install approximately 184 linear feet of metal drip edge at perimeter of Penthouse roof.

Install approximately 56 linear feet of drip edge at outer edges of lower roof.

Install and retrofit 5 new drain assembly units with metal screens and flash according to manufacturer's recommendations.

Flash all penetrations, overflow drains, vents HVAC curbs, transitions, and scuppers according to the manufacturer's recommendations.

Clean site, remove all dumpsters and dispose to landfill. **Landfill fees will be waived for this project**, and as such, should not be included in the project pricing. No trash or other debris is to be placed in County dumpsters or other trash facilities belonging to County.

### WARRANTY:

100% Fifteen (15) Year Manufacturer's Material Warranty and 100% Fifteen (15) Year Contractor's Warranty.

### SEPARATE ADDITIONAL BID PRICING:

Prepare an alternate bid for the above scope of work using a fully adhered **60 mil TPO roof system** (Dow, Firestone, or Versico TPO Membrane Systems). 60 mil TPO Roof System must come with a 20 year warranty or greater.

**SITE VISIT:**

**ALL INTERESTED PARTIES MUST SCHEDULE A TIME TO SURVEY THE SITE PRIOR TO SUBMITTING A BID. Site visits can be scheduled by contacting Ron Shoupe, Facilities Management Director, at (843) 549-6457 Monday-Friday 8am-5pm.**

It will be the full responsibility of the Contractor to visit and inspect the location prior to the submission of a bid. Submission of the bid is evidence the Contractor has familiarized himself with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done, and the equipment, materials and labor required.

**ADDITIONAL INFORMATION:**

Contractor agrees to furnish all labor, supervision, equipment, materials, tools, supplies, and transportation necessary for the proper execution and completion of services, as specified, for the County. Services provided by the Contractor must comply with all current Federal, State, local and municipal laws, ordinances and rules and regulations.

Contractor is responsible for notifying County personnel 24 hours before any work proceeds on County facility. All work must be performed during regular business hours (Monday through Friday 8:00am-5:00pm).

Contractor must post proper warning signs and/or barriers where necessary.

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

It will be the responsibility of the Contractor to report to the Facilities Management Director or his designee any damage found prior to any work at job site.

The Contractor will be entirely 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.

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

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 Facilities Management Director or his designated representative due to severe weather, lack of material, safety violations, or other unforeseen circumstances.

Contractor must comply with manufacturer's recommendations as to environmental conditions under which roofing systems can be adhered.

Contractor must store, handle, and apply all materials according to Manufacturer's specifications, and in compliance with all applicable government regulations.

The Contractor must complete the project within thirty (30) days of the starting date unless a time extension has been approved by the Facilities Management Director.

Project will be supervised on a daily basis by the Facilities Management Director or his designee. Upon completion of a project, work performed by the Contractor is subject to the inspection and approval by the Facilities Management Director or his designee. Payment will not be made for any service until all requirements and acceptance of service as to contract compliance has been approved by the County.

#### **BID SECURITY:**

Each bid must be accompanied by certified check or a **Bid Bond** duly executed by the bidder as principal and having as surety thereon a surety company approved by the County, in the amount of **five percent (5%)** of the bid. Certified checks will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks will be returned promptly after the County and the accepted bidder have executed the contract, or, if no award has been made within ninety (90) days after the date of the opening of the bids, upon demand of the bidder at any time thereafter so long as bidder has not been notified of the acceptance of its bid.

Attorneys-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### **CONTRACT SECURITY:**

The accepted bidder shall furnish a one hundred percent (**100%**) **performance bond** and a one hundred percent (**100%**) **payment bond** as security for the faithful performance of the resulting contract, as security for the payment of all persons performing labor on the project under the resulting contract and furnishing materials in connection with this contract. The performance bond and payment bond shall be in separate instruments. Before the final acceptance, each bond must be approved by the County.

**INSURANCE:**

Furnish insurance certifications for the following amounts:

- a. Workers Compensation Statutory
- b. Employers liability
  - 1. Each Accident \$100,000
  - 2. Disease, Policy Limit \$500,000
  - 3. Disease, Each Employee \$100,000
- c. General Liability
  - 1. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
  - 2. General Aggregate \$1,000,000
- d. Excess or Umbrella Liability
  - 1. Each Occurrence \$1,000,000
  - 2. General Aggregate \$1,000,000
- e. Automobile Liability
  - 1. Combined single limit \$1,000,000  
(Bodily Injury and Property Damage) for each accident
- f. Other
  - 1. Professional Errors and Omissions Liability (Per claim and aggregate) \$1,000,000
  - 2. Electronic Errors and Omissions Liability (Per claim and aggregate) \$1,000,000
  - 3. Builders Risk \$1,000,000  
(Per claim and aggregate)
- g. Additional Insured's: Owner and the representatives identified in writing shall be listed on the Contractor's policies of insurance as additional insured.

\*\*\*\*\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\*\*\*\*\*

# BID BREAKDOWN SHEET

## FM-25 Preparation & Installation of TPO Roof System

Bernard Warshaw Building, 219 South Lemacks Street, Walterboro, SC 29488

Please provide the following information:

Total Materials \_\_\_\_\_ Total Materials \_\_\_\_\_

Total Labor \_\_\_\_\_ Total Labor \_\_\_\_\_

Sales & Use Tax \_\_\_\_\_ Sales & Use Tax \_\_\_\_\_

**TOTAL BID** \$ \_\_\_\_\_ **TOTAL BID** \$ \_\_\_\_\_  
**45 mil TPO Roof System** **60 mil TPO Roof System**

**All bidders shall submit their SC Contractor License Number in their bid along with any specialty classifications.**

**\*\*\*Copies of all applicable licenses must be attached and submitted with the bid submittal.\*\*\***

Upon receipt of written notice of the acceptance of this bid, Bidder will execute a formal contract and deliver a Surety Bond or Bonds as required in the bid specifications. The bid security attached in the sum of

\_\_\_\_\_ Dollars \_\_\_\_\_ Cents  
(\$ \_\_\_\_\_) is also included.

By submission of this bid, each bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid, with any other bidder or with any competitor.

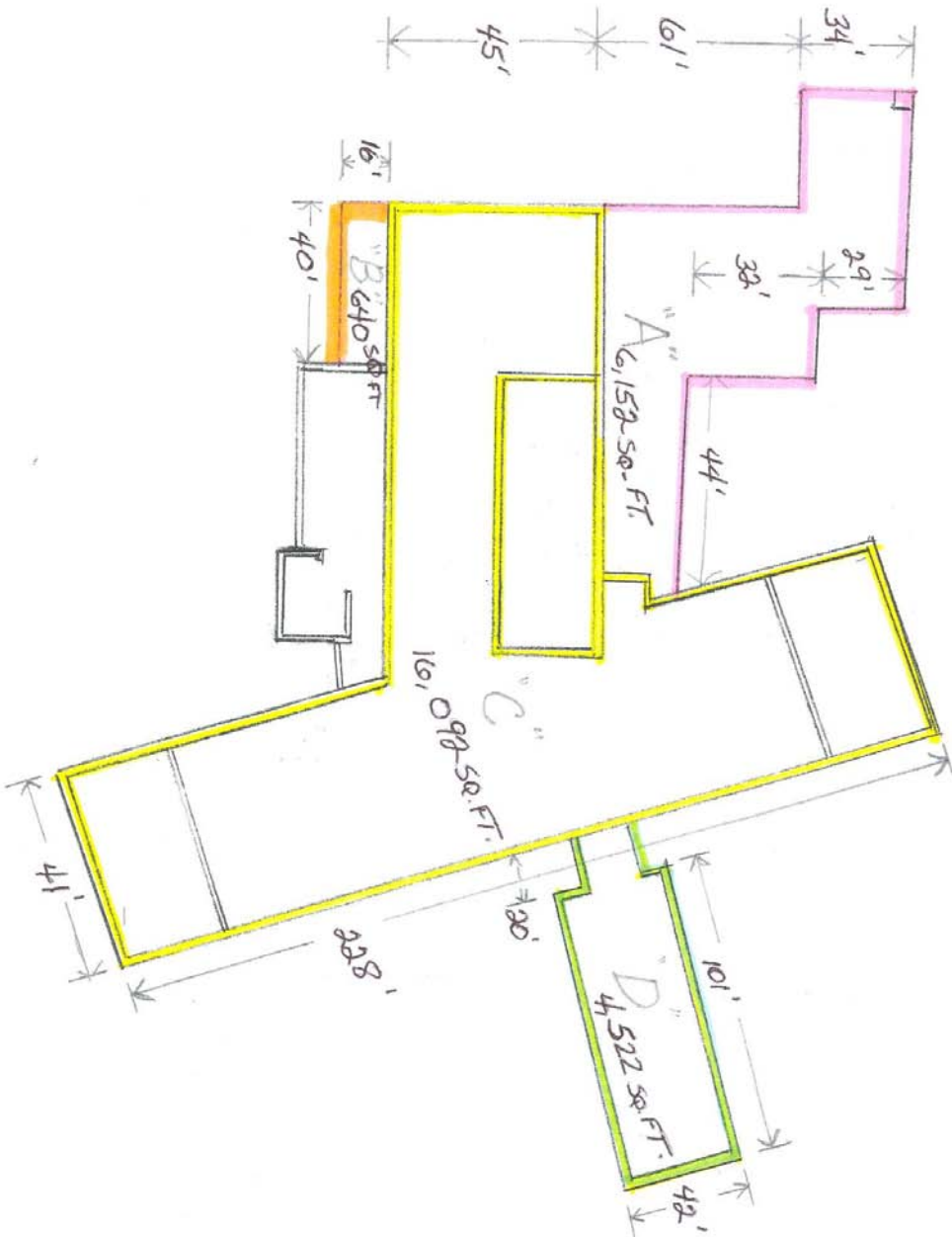
Respectfully submitted:

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

Title: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
\_\_\_\_\_  
Business Address

EXHIBIT "A"



1. "A" lower roof (Pink) 6,152 sq. ft.
2. "B" lower roof (Orange) 640 sq. ft.
3. "C" Upper roof & Penthouse (Yellow) 16,092 sq. ft.
4. "D" Upper roof (Green) 4,522 sq. ft.
5. Adhesive Parapet Walls (ALL) 5,382 sq. ft.