



**COUNTY OF CALHOUN
SOUTH CAROLINA**

**REQUEST FOR PROPOSALS
No. 3/2020**

**REMOVAL OF EXISTING ROOF AND
REPLACING WITH METAL ROOF**

September 21, 2020

**PROCUREMENT SERVICES
102 COURTHOUSE DRIVE
SUITE 112
SAINT MATTHEWS, SC 29135
TELEPHONE 803-655-5670
FAX 803-874-1476**

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I. INTRODUCTION AND PURPOSE OF RFP

The County of Calhoun is seeking proposals for the removal of existing roofing which includes the cupola on the Annex Building at 102 Courthouse Dr., St. Matthews, SC 29135. Installation of a metal roof with proper ventilation (ridge cap). The contractor is responsible for removing and repairing any damaged areas. Contractor should install underlayment, applicable flashing, ridge cap, at least 26-gauge metal should be used, and a butyl membrane at overlap steel panels.

II. CALENDAR OF EVENTS

Distribution Date: September 22, 2020

Questions Deadline October 13, 2020
4:00 PM E.S.T.

- Questions shall be directed to Marc Briggman, at Phone at 803-655-5670, or Email to mbriggman@calhouncounty.sc.gov.

Submittal Deadline: October 19, 2020
3:00 PM E.S.T.

- Proposals shall be mailed, or hand delivered to 102 Courthouse Drive, Courthouse Annex Suite 112, Saint Matthews, SC 29135. The RFP name and number shall be affixed to the outside of the envelope.

Tentative Proposal Distribution Meeting: N/A

Tentative 1ST Evaluation Meeting: N/A

Final Evaluation: N/A

Tentative Award Release Date: October 23, 2020

*Details on bid tabulations can be found on our website: <https://calhouncounty.sc.gov> on or before October 25, 2020.

Tentative Council Approval: N/A

Tentative Contract Start Date: November 2, 2020

*Times are tentatively scheduled committee meetings that may run behind or ahead of schedule.

III. SCOPE OF WORK

3.1.00 This Request for Proposal is for a term contract to provide a Metal Roof on Annex Building.

3.2.00 *BACKGROUND*

3.3.00 *CRITERIA*

3.4.00 *IMPLEMENTATION AND TRAINING*

3.5.00 Questions

1. Question N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Question N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Question N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No

IV. COST PROPOSAL

4.1.00 Provide a description of the offeror’s approach, technique and procedures to accomplish the scope of services identified and required by this document, including the research, analysis and methodologies to be used. Submit a cost/fee schedule for materials and labor.

V. BONDING REQUIREMENTS

5.1.00 A Construction Bond will be required

VI. ADMINISTRATIVE RULES FOR THE RFP

6.1.00 A Pre-construction meeting shall be established with the County’s Procurement Officer and the designated Project manager

6.1.01 All inquiries concerning this RFP should be directed to:

RFP Name
 Marc Briggman, Procurement Officer
 County of Calhoun
 Phone: 803-655-5670
 Fax: 803-874-1476
 Email: mbriggman@calhouncounty.sc.gov

6.2.00 RECEIPT OF PROPOSALS

6.2.01 Proposals are to be submitted no later than **3:00 P.M. E.S.T., October 19, 2020** to the Calhoun Procurement Office, 102 Courthouse Drive, Suite 112, Saint Matthews, SC 29135. Due to the possibility of negotiations with any offeror submitting a proposal which appears to be eligible for contract and award pursuant to the selection criteria set forth in this Request for Proposal, terms and conditions will not be divulged at the time of opening.

6.3.00 PREPARATION OF PROPOSALS

6.3.01 Each offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal. Should an offeror find discrepancies, ambiguities, or omissions in proposal documents, or should the offeror be in doubt as to their meaning, offeror shall at once request written clarification from the Procurement Officer via email. The person submitting the Proposal shall be responsible for its prompt submission via the Procurement Officer’s Email at: mbriggman@calhouncounty.sc.gov. Any interpretation or clarification of the proposal documents will be made via the Procurement Officers Email.

6.3.02 Before submitting a proposal, each offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this proposal. Failure to make such investigations and examinations shall not relieve the

successful offeror from the obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

6.3.03 No proposal will be considered from any company that has failed to perform acceptably on any other contract with the County of Calhoun.

6.3.04 If the offeror is a corporation, the proposal shall be signed in the name of and under the seal of the corporation by a duly authorized officer of the corporation with the designation of the signer's official capacity. The proposal shall show the state in which the corporation is chartered, and, if that state is other than South Carolina, the proposal shall show that the corporation is authorized to do business in the state of South Carolina. If the offeror is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person who is duly authorized to bind the partnership. The signer's official capacity and authority shall be shown. If the offeror is an individual or sole proprietorship, the proposal shall be signed by the individual in person, stating the name or style under which the offeror is doing business. In any case, the proposal shall show the current business address of the offeror which is to be used for receiving communications from the County.

6.4.00 DISQUALIFICATIONS OF OFFERORS

6.4.01 More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that an offeror is interested in more than one proposal for the same work will cause the rejection of all proposals in which such offerors are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among the offerors and no participants in such collusion will be considered in future proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected.

6.5.00 CORRECTIONS MADE BY OFFEROR

6.5.01 Offerors are cautioned not to obliterate, erase, or strike over any printed material as set forth in this Request for Proposal. In quoting prices, wherever offeror has made an error and has corrected, all such corrections should be initialed by the person signing the proposal. Failure to comply with this provision may result in rejection of the proposal. All documents submitted must be legible.

6.6.00 EVALUATION OF PROPOSALS

6.6.01 In evaluating the proposals, the County of Calhoun reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the offeror deemed to best serve the interests of the County; and adopt any part or all a proposal if it is judged in the best interests of the County.

6.6.02 Each proposal will be evaluated on the content of the offeror's proposal, i.e., the burden of information clarification and research rests solely on each offeror's effort and will be considered a reflection of interest and efficiency.

6.6.03 During the review process, the review panel shall have the right to request from offerors any other information or evidence which it deems necessary for evaluation of the proposal and relevant to any one or more of the stated evaluation factors. The failure of an offeror to promptly provide such requested information or evidence shall be enough grounds for determining the offeror to be non-responsive and for rejection of the proposal.

6.6.04 The County of Calhoun reserves the right to contact an offeror for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the offeror that is deemed appropriate and would assist in the evaluation.

6.6.05 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of the Request for Proposal will be classified as “acceptable”. Proposals found not to be acceptable will be classified as “unacceptable” and no further discussion concerning same will be conducted.

6.7.00 EVALUATION CRITERIA

The County of Calhoun intends to award a contract resulting from this Request for Proposal to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation factors set forth herein. The County reserves the right to reject all proposals. Calhoun County shall be the sole judge of whether a proposal meets the requirements of this Request for Proposal.

Responses may be evaluated on the following criteria utilizing the score sheets included in this RFP on page 23. The County will not be responsible for any costs associated with interviews of responders or demonstrations.

- Responsiveness to this RFP
- Service
- Quality of Proposed Filters
- References
- Cost

6.8.00 BASIS FOR AWARD

6.8.01 An award resulting from this request shall be awarded to the responsive and responsible offeror(s) whose proposal is determined to be most advantageous in all phases to the County, taking into consideration cost and the evaluation factors set forth herein; the right is reserved to reject any and all proposals received and in all cases, the County will be the sole judge as to whether an offeror’s proposal has or has not satisfactorily met the requirements of this RFP.

6.8.02 An evaluation committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The committee shall conduct a preliminary evaluation of all responsive technical proposals. Based upon this review, the cost proposals of the highest rated offeror(s) will be reviewed.

6.9.00 ORAL PRESENTATIONS

6.9.01 Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the Procurement Officer to make oral presentations to the Evaluation Committee. This committee will then conduct a final evaluation of the offerors. The Evaluation Committee shall then negotiate a proposed contract with the highest qualified offeror. At the time the proposed contract is negotiated, the offeror and the Evaluation Committee may negotiate any changes desired in the Request for Proposal if deemed in the best interest of Calhoun County. If a satisfactory proposed contract cannot be negotiated with the highest qualified offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified offeror and so on. The Committee will make appropriate recommendation(s) to Calhoun County Council prior to actual award of contract.

6.9.02 Each offeror who submits a response to this Request for Proposal may be required to make an oral presentation of the submitted proposal to the County. Such presentations provide an opportunity for the offeror to clarify the proposal, to insure mutual understanding, and will in no way change

the offeror's original proposal. Subsequent travel expense by the offeror will be at the offeror's expense.

6.9.03 Offerors are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the Director of Procurement require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors can submit to the County. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

6.10.00 CONTRACTING

6.10.01 Upon award of the proposal, this document and the successful offeror's proposal, including all correspondence, supporting documents and completed forms, shall become part of the contract. All written communications between the County of Calhoun and the successful offeror after the proposal opening may also be incorporated into the contract.

6.11.00 AMENDMENTS

6.11.01 All amendments to and interpretations of this solicitation shall be in writing. The County of Calhoun shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County of Calhoun in writing or in this RFP should be used in preparing offeror responses. All contacts that an offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of the County of Calhoun and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing responses.

6.12.00 COUNTY RESPONSIBILITY TO PROPOSAL

6.12.01 This solicitation does not commit the County of Calhoun to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County of Calhoun reserves the right to accept or reject any or all proposals received because of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the County to do so. If the proposal fails to conform to the essential requirements of the RFP, the County of Calhoun alone will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

6.13.00 TERMINOLOGY

6.13.01 The terminology used, and the organization of the RFP are not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the offeror in these situations.

6.14.00 PROHIBITION OF GRATUITIES

6.14.01 Section 8-13-420 of the 1976 Code of Laws of South Carolina states in part as follows: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee, or such public official solicits or accepts such compensation to influence his action, vote or judgment shall be subject to the punishment as provided by Sections 16-9-210 and 16-9-220." Gratuities in any form are strictly prohibited.

6.15.00 PROPRIETARY/CONFIDENTIAL INFORMATION

6.15.01 Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

6.15.02 All offerors must visibly mark as "Confidential" each part of their proposal which they consider containing proprietary information. **All unmarked pages will be subject to release in accordance with the guidelines set forth under section 11-35-410 of the consolidated procurement code.** Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute are:

1. Customer lists;
2. Design recommendations and identification of prospective problem areas under an RFP;
3. Design concepts, including methods and procedures;
4. Biographical data on key employees of the offeror.

6.15.03 Evaluative documents predecisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the predecisional deliberations.

6.15.04 MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.

6.16.00 OWNERSHIP OF MATERIAL

6.16.01 All proposals submitted in response to this document become the property of the County of Calhoun. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the County of Calhoun upon award of contract. Ownership of all data, material and documentation originated and prepared for the County of Calhoun pursuant to this contract shall belong exclusively to the County.

6.17.00 DISCUSSIONS/NEGOTIATIONS

6.17.01 By submission of a proposal, offeror agrees that during the period following issuance of the RFP and prior to final award of contract, offeror shall not discuss this procurement with any party except the Procurement Officer or other parties that may be designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using agency/department, any aspects of the procurement without prior approval of the Procurement Officer.

6.18.00 MINIMUM QUALIFICATIONS

6.18.01 The County of Calhoun reserves the right to determine whether offerors have the minimum qualifications to perform a contract of this type. The determination by the County concerning offeror qualifications shall be final.

6.19.00 RIGHT TO PROTEST

6.19.01 Any prospective proposer, offeror, and/or contractor, who is aggrieved in connection with the solicitation of a contract shall protest to the Director of Procurement within ten (10) calendar days of the date of issuance of the Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual proposer, offeror, and/or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest to the Director of Procurement within ten (10) calendar days of the notification of award. The protest shall be in writing and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.

6.20.00 WITHDRAWAL OF PROPOSALS

6.20.01 An offeror may withdraw his proposal without prejudice to himself not later than the day and hour set in the advertisement for receiving proposals, via the Procurement officer's Email. Withdrawal is the sole responsibility of the offeror.

6.21.00 NO CONTACT POLICY

QUESTIONS REGARDING SPECIFICATIONS AND/OR THE SOLICITATION PROCESS: To ensure fair consideration for all vendors, the County prohibits any type of communications to or with any department, employee, or County official during the solicitation process, except as provided in the solicitation. This includes any communications initiated by a vendor to any County Official or employee evaluating or considering the response, prior to the time an award decision has been made public.

- A. Communications between the vendor and the County shall be initiated by the Procurement Services or the appropriate County representative in order to obtain necessary information or clarification needed to develop a proper and accurate evaluation of the response. Any communications initiated by a vendor concerning the submitted response shall be grounds for disqualifying the offending vendor from consideration for award of the solicitation and/or any future solicitations.
- B. It will be the sole responsibility of the vendor to contact the Procurement Services prior to submitting a response to ascertain if any amendments have been issued.
- C. Any question concerning this document, the specifications, or the solicitation process must be made in writing.

VII. PROPOSAL PRESENTATION

7.1.00 DELIVERY OF PROPOSALS

7.1.01 Offerors shall deliver their responses to the County's Procurement Office at, 102 Courthouse Drive, Suite 112, Saint Matthews, SC 29135. Offerors must complete and submit all forms included in this RFP. Failure to include all forms may result in disqualification of the offeror's proposal. Each offeror shall provide three (3) copies of the Request for Proposals.

7.1.02 All proposals should be concise and clear and should convey all the information requested by the County. Proposals should be prepared simply and economically. All proposals shall be complete and effective to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

7.1.03 There is no intent to limit the contents of proposals. Offerors may include any information deemed pertinent in addition to that outlined below. Failure to provide all required information may result in the proposal being non-responsive. If your proposal includes any information or materials other than the information requested in the Request for Proposal, you are to include this information as a separate appendix to your proposal.

7.1.04 The County of Calhoun reserves the right to reject any or all proposals in whole or in part.

7.2.00 ORDER OF PRESENTATION - TECHNICAL PROPOSAL

There is no requirement for a separate technical proposal. Section 3.2.00, 3.3.00 and the price/jobber sheet will be considered your company's technical proposal.

7.3.00 STATEMENT OF QUALIFICATIONS

7.3.01 Must have all licenses required to complete the tasks listed in this RFP.

7.3.02 Substantial compliance with the Request for Proposals content and format.

7.4.00 REFERENCES

Provide listing of **at least** three (3) current customers or customers at which the offeror has or has had a valid contract for similar services at any time during the past (12) month period immediately preceding date of this request. Include the following information for each customer.

- (1) Name of customer.
- (2) The term of the offeror's contract.
- (3) Provide the name and telephone number of the customer who can be contacted regarding the offeror's performance. Offeror may attach letters from such facility managers with comments regarding offeror's performance and reputation at those facilities.
- (4) Any performance evaluations that may have been conducted.

7.5.00 PERSONNEL

Offeror must identify in this section, each member of its staff who will or might participate in the project and the nature and scope of that person's responsibilities and duties

7.6.00 UNDERSTANDING OF THE PROJECT

In this section, the offeror shall discuss the requirements, item by item, as outlined in section three, Scope of Work. Provide a description of the offeror's approach, technique and procedures to accomplish the scope of services identified and required by this document.

7.7.00 TREATMENT OF ISSUES

Provide certification that offeror can commence full operations within thirty (30) days after notification of award. In this section offerors also may comment, if deemed appropriate, on any of the issues within the Request for Proposals, including suggestions on possible alternative approaches.

7.8.00 RFP FORMS

This section should include signed copies of the following RFP forms:
Non-Collusion Affidavit and Certificate of Familiarity.

VIII. OVERVIEW OF REQUIREMENTS

8.01.00 APPENDIX

Include in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal. Offerors may submit, as an option, any additional contractual terms and conditions which they wish to propose.

IX. CONTRACTUAL REQUIREMENTS

9.1.00 OFFEROR RESPONSIBILITY

9.1.01 The contractor shall provide all the proposed work and services as finally agreed upon and accepted by Calhoun County. Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself/herself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

9.2.00 AFFIRMATIVE ACTION

9.2.01 The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

9.3.00 SC LAW CLAUSE

9.3.01 Upon award of a contract under this proposal, 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 offeror from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, County of Calhoun, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

9.4.00 COMPLIANCE WITH LAWS

The contractor shall keep fully informed of all existing and future state and federal Laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications for this work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report same to the Director of Procurement, in writing. The contractor shall always observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and he shall protect and indemnify the County, its officers and agents, against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree whether by themselves or their employees.

9.5.00 INDEMNIFICATION

9.5.01 The contractor and any of its subcontractors shall indemnify, defend, hold harmless and reimburse the County, their agents, officers and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever, relating to or arising out of any action or failure to act, by the contractor, its subcontractors, officers, agents and employees, or Relating to or arising out of the performance or failure to perform by the contractor, its subcontractors, officers, agents and employees of any of the obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and

criminal fines and penalties, a taking, whether direct or indirect (inverse), loss of use and/or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs and attorney's fees for an appeal.

9.5.02 The County of Calhoun shall promptly notify the contractor of any civil or criminal actions filed against it or of any notice of violation from any federal or state agency or of any claim as soon as practical. The contractor upon receipt of such notice shall have the right at its election to defend all actions or suits or join in the defense. Nothing herein shall be construed to prevent the County from defending their own interest.

9.6.00 EQUAL EMPLOYMENT OPPORTUNITY

9.6.01 Contractor agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based upon race, sex, national origin, age, disability, or in any way violative of Title VII of 1964 Civil Rights Act and amendments or the South Carolina Human Affairs Law, except as permitted by said laws.

9.7.00 SOUTH CAROLINA STATE AND LOCAL TAX LAW

By submission of a signed proposal, you are certifying, under penalties of perjury, that you comply with Section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County of Calhoun your compliance.

9.8.00 GOVERNING LAW

Contractor hereby agrees to subject itself to the jurisdiction and process of the courts and to the law of the State of South Carolina of all matters and disputes arising or to arise under this contract and the performance thereof, including all matters pertaining to the validity, construction, interpretation and effect of a resulting contract. In the event of any dispute between the parties hereunder, all such disputes shall be pursued in Circuit Court for the State of South Carolina, Calhoun County.

9.9.00 ATTORNEY FEES

If the County of Calhoun is required and shall bring a suit or action to compel performance of or recover for any breach of any stipulation, covenant, term or condition of a resulting contract, the County may seek attorney fees from contractor and contractor will pay to the County such attorney fees as the court may award. Otherwise, attorney fees in connection with any suit or action hereunder will be borne by the parties experiencing said expenses.

9.10.00 ASSIGNMENT AND MODIFICATION

9.10.01 The contract resulting from this RFP shall be binding upon the contractor, its successors, and assigns. This contract shall be binding upon the County in accordance with its terms and conditions. Contract shall not be assigned by contractor without the express written consent of the County, such consent to be within the sole discretion of the County. Any change in majority ownership or operational control of contractor shall be deemed as assignment by operation of law and shall not be permitted except as provided for herein.

9.10.02 No agreement to modify the formal contract shall be binding on the part of the County unless such modification is reduced to writing and executed by an authorized agent of the County.

9.11.00 SUBCONTRACTING

If any part of the work covered by this RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the County of Calhoun. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

9.12.00 INDEMNIFICATION FOR LEGAL OR CONSULTANT SERVICES

Any contract for legal or consultant services entered by the County of Calhoun shall be in accordance with Section 11-9-105 of the 1976 Code of Laws of South Carolina, as amended, which requires completion of all services. In the event all services are not fully rendered as provided for in the contract, any monies which have been paid by the County under the contract must be refunded to the County along with a twelve (12) percent penalty.

9.13.00 DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of \$50,000 or more). The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, to enact the Drug-Free Workplace Act (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act (See Section 44-107-30). This will certify to the County of Calhoun your compliance.

9.14.00 PAYMENT TERMS

Payment for services pursuant to a successful contract will be made within thirty (30) days of receipt of a detailed monthly invoice unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. Contractor shall provide complete cooperation during any such investigation. Invoice shall be for services rendered for the period of the first day of the month through the last day of the month.

9.15.00 TERMINATION

9.15.01 *For Cause:* In the event of material breach by contractor, County of Calhoun shall be given written notice specifying the material breach. The County would regard any deviation from the requirements of the contract that was neither trivial nor innocent as being material. Such deviations are evaluated on an instance-by-instance basis but any deviation which impairs the utilization or value of the property to the County would be regarded by the County as a material breach. Upon receipt of such notice, if contractor has not begun correction of the material breach within two (2) days or has not substantially corrected the material breach within ten (10) days of receipt of written notice, County of Calhoun shall have the right to terminate unilaterally and immediately services hereunder without further notice. County of Calhoun reserves the right to purchase all services or other items thereafter in the open market, charging the contractor with any additional costs. Should such charge be assessed, no subsequent proposals or proposals of the defaulting contractor will be considered until the assessed charge has been satisfied. Additionally, the County shall have a similar right of rescission in any instance where contractor provides or seeks to provide any services for a price higher than that specified herein, without regard to cause, including governmental regulatory intervention and insistence. In the event of rescission, revocation or termination, all documents and other materials in the possession of County of Calhoun or scheduled for delivery to the County relating to performance hereunder shall become the property of the County. County of Calhoun's failure to exercise their rights to terminate under this provision shall not be construed as a waiver of their rights to terminate, rescind or revoke the services herein in the event of any subsequent breach.

9.15.02 *Non-Appropriation:* If the Calhoun County Councils fail 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 contract, reduce the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date

said funds are no longer available without any termination charges or other liability incurring to County.

9.15.03 *Termination for Convenience*: The County, by written notice, may terminate this contract in whole or in part, when it is in the best interest of the County

9.16.00 ILLEGAL IMMIGRATION & PUBLIC CONTRACTS

9.16.01 In accordance with the South Carolina Illegal Immigration Reform Act, 2008, Act No. 280. Section 3 of this Act added to Chapter 14 to Title 8 of the South Carolina Code of Laws prohibits covered persons from entering into covered contracts unless the contractor agrees either (a) to verify all new employees through the federal work authorization program [and requires the same from subcontractors and sub-subcontractors] or (b) to employ only qualifying workers. Effectively, the Act also requires contractors to agree to provide any documentation required to establish either (a) that the Act does or does not apply to the contractor, subcontractor, or sub-subcontractor; or (b) that the contractor, and any subcontractor or sub-subcontractor, are following Section 3 of the Act.”

X. SPECIAL PROVISIONS

10.1.00 CHANGES

10.1.01 County of Calhoun has the right to add or delete services within scope at a later date.

10.1.02 No services for which an additional cost or fee will be charged by the contractor will be furnished without the prior written authorization of the County of Calhoun.

10.1.03 The amount and types of insurance required should be commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the contractor shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

10.2.00 INSURANCE

10.2.01	<u>SCHEDULE</u>	<u>LIMIT</u>
	WORKERS COMPENSATION	Statutory
	As required by the State of South Carolina.	
	COMPREHENSIVE GENERAL LIABILITY	
	Premises Operations	\$1,000,000 (per occurrence)
	Single Limit	
	Contractual Liability	
	Independent Contractors	
	Personal Injury	
	Products - Completed Operations	
	PROFESSIONAL LIABILITY	\$1,000,000/\$2,000,000 (per occurrence)
	AUTOMOBILE LIABILITY	
	All Owned, Non-Owned, and Hired	\$600,000 Combined (per occurrence or tort claim liability, whichever is greater)

10.2.02 The contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the County. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the County of Calhoun. The County of Calhoun, its officials, employees and volunteers are to be covered as insured's as

respects: liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contract; products and completed operations of the contractor; premises owned, occupied or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County of Calhoun, its officials, employees or volunteers. To accomplish this objective, the County of Calhoun shall be named as an additional insured under the contractor's insurance as outlined above.

- 10.2.03** The contractor shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- 10.2.04** Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, and contingent or on another basis.
- 10.2.05** Each insurance required by the County of Calhoun shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County of Calhoun.
- 10.2.06** Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.
- 10.2.07** All certificates and endorsements must be received and approved by the County of Calhoun within ten (10) days after notification of award.
- 10.2.08** The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess".

10.3.00 SOCIAL SECURITY

The contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liabilities for the payment of any and all contributions or taxes for Social Security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other compensation paid to persons employed by the contractor or work performed under the terms of this award and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by duly authorized state and federal officials; and said contractor also agrees to indemnify and save harmless the County from any such contributions of taxes or liability hereof.

10.4.00 WORKER'S COMPENSATION COVERAGE

The contractor shall comply with the State law known as the Worker's Compensation Act. The contractor shall maintain such insurance as will protect both contractor and the County from claims under Worker's Compensation Acts and from any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations are by the contractor or anyone directly or indirectly employed in the work.

XI. ATTACHMENTS

(NONE)

NON-COLLUSION AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF CALHOUN

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ of offeror that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said offeror nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other offeror, firm or person to submit a collusive sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposal in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other offeror, firm or person to fix the price or prices in the attached proposal or of any other offeror, or to fix any overhead, profit or cost element of the proposal price of any other offeror or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Calhoun or any person interested in the proposed contract; and
5. The price or prices proposal in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Authorized Signature: _____

Printed Name: _____

Subscribed and sworn to before me this ____ day of _____, 2020

Company: _____

Authorized Signature: _____

Notary Public

Printed Name: _____

Commission Expires: _____

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached response to the solicitation and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same materials, supplies, service or equipment, and is in all respects, fair and without collusion or fraud. I agree to this response by all conditions of this response and certify that I am authorized to submit this solicitation's response. I further certify that this response is good for a period of one hundred twenty (120) days, unless otherwise stated.

Company Name as registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

CALHOUN COUNTY VENDOR NUMBER _____

IF VENDOR NUMBER IS NOT SUPPLIED, THE BELOW SECTION MUST BE COMPLETED.

Remittance Address

City, State, Zip

Fax Number

Telephone Number

Toll-Free Number if available

Federal Tax ID Number

SC Sales Tax Number

Option: Other commodities/services provided by your company.

COUNTY OF CALHOUN
Procurement Services
102 Courthouse Drive, Courthouse Annex, Suite 112
Saint Matthews, South Carolina 29135

Phone (803) 655-5670
Fax (803) 874-1476

(DATE)

(CONTRACT VENDOR AND ADDRESS)

RE: CONTRACT
BID NUMBER: (SOLICITATION #)
(SOLICITATION NAME)

Dear Mr./Ms. (NAME):

Enclosed is a signed original contract for the above referenced contract. Upon review and approval, please have a copy of the contract signed on behalf of your company and return one fully executed copy of the contract along with certificate of insurance to my office. To fully execute this document, make sure that it is dated properly.

If your company has not done business with the County of Calhoun, please contact me for a "Vendor Application" and "RFI Form". We will require these forms to be filled out and returned to our office to add your company to our payment database. You may download these forms from our website at <http://www.leesville-sc.gov/departments/DeptIQ/procurement/Pages/VendorRegistration.aspx>.

For all billing inquiries, your Accounts Payable contact will be (NAME) at (803) 785-81XX. **Please be sure to note this contact information with your company's Accounts Receivable department.**

We look forward to working with you on this project. Please let me know if you should you have any questions or concerns regarding this contract.

Sincerely,

(NAME)
Procurement Officer

STATE OF SOUTH CAROLINA) **CONTRACT FOR (CONTRACT NAME)**
COUNTY OF CALHOUN)

THIS AGREEMENT is entered into by and between the **County of Calhoun, 102 Courthouse Drive, Courthouse Annex, Suite 112, Saint Matthews, South Carolina 29135** (hereinafter referred as "County"), and **(CONTRACT VENDOR NAME AND ADDRESS)** (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide all the work and services required by **(BID NUMBER) (IFB/RFP)**, which is incorporated herein and made a part hereof, for the **(SOLICITATION NAME)**.

2. **Term of Contract.** The term of this contract shall commence on **(DATE)** and shall continue for a period of **(NUMBER) (#) year(s)**. County shall have the right, but not the obligation, to renew this contract for **(NUMBER) (#) additional one-year periods** under the same terms and conditions. This contract may be extended upon County written notice not less than **(NUMBER) (#) days** prior to the expiration of the initial term or any extension hereof.

3. **Compensation.** County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit A and shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.

4. **Payment Terms.** Invoices will be allowed monthly. Application for payment shall reflect services completed through the last day of the month. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed, and properly submitted invoice to the County after acceptance of complete order/project.

5. **Insurance.** Company shall provide insurance as set forth in the BID.

6. **Modification / Change Orders.** Any change orders, alternations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County and Company, and executed with the same formality as this contract.

7. **Termination.** This contract may be terminated pursuant to the BID.

8. **Warranty.** Company's services are warranted to be performed in a timely and workmanlike manner and such services shall meet in addition to the response to the BID.

9. **Indemnification.** Company shall provide indemnification as set forth in the BID.

10. **Breach / Waiver.** No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by

any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

11. **Severability.** If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable there from.

12. **Entire Agreement and Priority of Documents.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by Company to County leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the contract, the order of priority in descending order is (i) this document, (ii) the BID, and then (iii) the Response.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this _____ day of _____, 2020.

WITNESSES:

Procurement Officer

SAMPLE CONTRACT VENDOR NAME AND ADDRESS)
BY: _____
ITS: _____
**COUNTY OF CALHOUN,
SOUTH CAROLINA**
BY: _____
Director of Procurement

SAMPLE SCORE SHEET

(RFP NAME)

RFP #

Review of Responses

VENDOR: _____

DATE: _____

Non-Responsive						CRITERIA	Total Score	Comments
	Low	Medium Low	Average	Medium High	High			
0	1	2	3	4	5	Responsiveness to this RFP		
0	1	2	3	4	5	Service		
0	1	2	3	4	5	Quality of Proposed Filters		
0	1	2	3	4	5	References		
0	1	2	3	4	5	Cost		

Maximum Points 25

Total Score _____

Notes: