

COLLETON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of SC	MAIL TO: Finance-Purchasing ATTN: Kaye B Syfrett PO Box 157 Walterboro, SC 29488	
SEALED BEST VALUE BID	HAND CARRY TO: Purchasing Office, Room 208 Harrelson Building, 31 Klein Street Walterboro, South Carolina 29488	
Bids will be accepted until 11:00AM, Tuesday, August 27, 2013	TELEPHONE NO. (843) 782-0504	
Then publicly opened in room 208	BID NUMBER: CC-06 Commercial Modular Quarters for Detention Center	

Colleton County, South Carolina (the "**County**") requests bids from qualified and eligible commercial modular building vendors to manufacture, deliver and install a commercial modular building to serve as Quarters for the Colleton County Detention Center. Bid shall be awarded on the low qualified bidder to achieve the desired outcome.

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. Bids must be submitted in a sealed package marked on the outside with the Offeror's name, address, and the solicitation name and number.

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

Questions regarding this solicitation must be emailed to **Ron Shoupe, Colleton County Facilities Director** at rsoupe@colletoncounty.org **no later than 11:00 a.m. on Monday, August 12, 2013**. Answers to all questions will be posted on the County website as addendums to this invitation for bid.

INSTRUCTIONS TO BIDDERS

1. Submittal must include one (1) original bid clearly marked as original, and two (2) complete copies of the bid package. Responses must be in a sealed envelope. For identification purposes, all containers/packages must contain the solicitation name and number, as well as the Offer's company name and contact information. Individual signing the response must be an Agent legally authorized to bind the company.

2. Show solicitation number on the outside of mailing package. Colleton County assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the Offeror's sole responsibility to insure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. Offeror must clearly 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 in this regard.
5. RESPONSE FORM: All responses shall be printed in ink or typewritten. When required, additional pages may be attached.
6. Offeror WILL NOT be allowed to offer more than one (1) price for all services provided.

A "No Response" qualifies as a response, however it is the responsibility of the Offeror to notify the Procurement Office if you receive solicitations that do not apply.

TERMS AND CONDITIONS

1. **COMPETITION:** This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Division in writing no later than five (5) business days prior to the scheduled due date and time.
2. **BID WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Director.
3. **REJECTION:** Colleton County reserves the right to reject any and all bids, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.
4. **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.
5. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 60 calendar days.
6. **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 successful bidder will be held responsible therefore. Deviations must be explained in detail on 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.

7. DEFAULT: In case of default by the Offeror, the County reserves the right to purchase any or all items in default in the open market, charging the Offeror with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Offeror will be considered in future bids until the assessed charge has been satisfied.

8. 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.

9. INDEMNIFICATION: Except for expenses or liabilities arising from the negligence of the County, the Offeror 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:

10. 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 Offeror. 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 Offeror 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.

11. ARBITRATION: Under no circumstances and with no exception will Colleton County act as arbitrator between the Offeror and any subcontractor.

12. ASSIGNMENT: The Offeror 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 Offeror shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.

13. CONTRACT ADMINISTRATION: Questions or problems arising after award of an agreement shall be directed to the Dennis E. Averkin, Procurement Director by calling (843) 549-5221. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Procurement Office, 31 Klein Street, Room 215, Walterboro, SC 29488.

14. INSURANCE REQUIREMENTS: (a) Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage. (b) Comprehensive General

Liability Insurance including but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein. (c) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

SPECIFICATIONS FOR COMMERCIAL MODULAR QUARTERS FOR DETENTION CENTER

It is the intent of Colleton County to purchase a new Commercial Modular building for the Colleton County Detention Center. Delivery, Setup and sales tax are to be included when giving a price for the building.

Modular building is to be 14 x 56 with a wind speed rating of 130 mph. Floor plan is attached.

FRAME:

- 4 - Axles per building with new tires (14 ply tires)
- 1 - Detachable Hitch
- 1 - Outrigger Frame (I Beam spacing 99-1/2")
- 1 - 14 x 56 Size Trailer 10" I-Beam

FLOORS:

- 784 sqft - .040 Simplex Bottom Board
- 784 sqft - 2 x 6 Joists 16" O.C.
- 784 sqft - 23/32" T&G Floor Decking Single Layer
- 784 sqft - R-19 Insulation
- 504 sqft - 1/8" Block Tile
- 252 sqft - Mfg Standard Roll Tile Restroom area

INTERIOR/EXTERIOR WALLS:

- 1120 sqft - R-13 Kraft Insulation Exterior Walls

1 linft - 2 x 4 x 8' 5/8 VCGYP
Load Bearing Supports
Interior Standard Molding
224 sqft - R-11 Insulation thru-out Interior Partition Walls
3 - 36 x 80 Almond Flush Prefinished Doors with St Frame/Lever Lock
3 - Floor Door Stop
4 - U526D 4-1/2" x 4-1/2" Self Closing Hinge (Spring Loaded)
1 - Tell Exterior/Interior Key Lock---LC3581
2 - Push/Pull Hardware Latching – Restrooms
2048 sqft - 2 x 4 x 8' 5/8" VCGYP (Interior or Exterior)
58 linft - Single Partitions
256 linft - 4" Vinyl Base
Codes/Seals – SC/IBC

ROOF:

784 sqft - Seaspray Ceiling Material
(NOTE: Seaspray Ceiling Material – Foamed to Truss)
784 SQFT - R-30 Insulation
784 linft - Box Roof Design
Tie downs

PLUMBING:

1 - CPVC Supply lines
1 - PVC Waste Stub-Outs Only
2 - Plumb for mop sink & water cooler
1 - NFPA 13 D sprinkler system, 165 degree heads, wet system no controls
2- Toilet paper roll holder – standard single
1 - Handicap Toilet
1 - Standard Toilet
2 - Wall Hung Lav with faucet & mirror
1 - 36 x 36 Standard Fiberglass Shower with faucet & curtain
1 - 36 x 48 Shower complete with seat, faucet and grab rails
1 - Mop Sink with goose neck faucet
1 - 120 Gallon Commercial Water Heater 27kw
1 - RRT-25 Thermal Expansion Tank (120 gallon water heater)
2 - Bobrick B-166 18 x 36 Mirror with shelf
2 - Bobrick B-2740 Toilet paper holder
2 - Bobrick B-212 Coat hook

Electrical

Cooper Romex

Standard Recept, tamper proof

T-8 Bulbs & electronic ballast standard on all lights

3 - ARC Fault Breaker

1 - Emergency Light with Battery Pack

2 - Exit Sign/Emergency Light Combo with battery pack and remote heads

14 - 4' Double Tube with lens (surface mounted)

2 - Porch light with Photocell – (1) 13w fluorescent bulbs

1 - 225 amp single phase panel box #G4242L1225 with breaker kit

1 - Heat tape receptacle under building

1 - Exterior Ground fault recept with cover

2 - Ground fault recept with cover

6 - J-Box with ½" Floor stub out (2 x 4 box – no cover)

3 - Smoke Detectors wired with battery backup

HVAC

52 linft - Supply - Ceiling Ducted Fiberglass

1 - 3.5 ton 10kw

50 linft - Return - Ceiling Ducted Fiberglass

2 - Broan #505

2 - Gravity louvers in shower units

1 - Commercial room ventilator (3 ½ -6 ton)

1 - Fire stat

13 linft - Plenum wall lined with gypsum

4 - 10 x 10 RAG ceiling or wall (1) per ton

7 - 10 x 10 ceiling supply (2) per ton

1 - 7-day Programmable Thermostat

EXTERIOR DOORS

2 - 36 x 80 with 5 x 20 V-Block & Lever Lock with closer/painted

2 - Panic Hardware with exterior lever trim

(AWNINGS SUPPLIED & INSTALLED BY THE COUNTY)

SIDING

160 linft - .024 Aluminum Siding with Tyvek house wrap

1 – 1/8" Thermo ply Sheathing Corner Brace

Skirting

Block and level



Colleton County Procurement Office
CC-06 BID FORM
Tuesday, August 27, 2013 at 11:00am

Please provide the following information:

Total Building Cost _____

Total Delivery & Setup _____

Sales & Use Tax _____

TOTAL BID \$ _____

VENDOR NAME: _____

VENDOR SIGNATURE: _____



Colleton County Procurement Office

Bid: CC-06

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him/her 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, firm 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 set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

MINORITY BUSINESS: Are you a minority business?

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

▶ **No**

_____	_____
Mailing Address	Printed Name
_____	_____
City, State, Zip	Title
_____	_____ / _____
Date	Telephone Number Fax Number

REMITTANCE ADDRESS

_____	_____
Company Name Signature (As registered with the IRS)	Authorized
_____	_____
Address	E-Mail Address
_____	_____
City, State, Zip	Fax Number
_____	_____
Telephone Number	Toll-Free Number if available
_____	_____
Federal Tax ID Number	SC Sales Tax Number



Bid: CC-06
Commercial Modular Quarters for Detention Center
Tuesday, August 27, 2013 at 11:00am

"NO RESPONSE" FORM

To submit a **"No Response"** for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list.

Please check statement(s) applicable to your **"No Bid"** response --

Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).

Specifications are ambiguous (explain below).

- Specifications are restrictive
- Specifications are ambiguous (specify below in Comments section)
- We are unable to meet specifications
- We are unable to meet lease requirements
- We are unable to meet insurance requirements
- We do not offer this product or service
- Remove us from your vendor list for this commodity/service
- Other (specify below in the Comments section)

Comments: _____

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone

/ _____
Fax

