



**Capital Projects & Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.539.1968**

**RFP: FM-47
COLLETON COUNTY FARMERS MARKET & MUSEUM
OVERFLOW PARKING AREA**

RFP DUE: Wednesday, November 18, 2015 @ 11:00am

MAIL RFP RESPONSE TO:

Capital Projects & Purchasing Department
Attn: Kaye B Syfrett
113 Mable T. Willis Blvd.
Walterboro, SC 29488

DELIVER RFP RESPONSE TO:

Capital Projects & Purchasing Department
Attn: Kaye B Syfrett
113 Mable T. Willis Blvd.
Walterboro, SC 29488

A. OVERVIEW

Colleton County, South Carolina (the "**County**") requests proposals from qualified, licensed contractors to build an overflow parking area for the Colleton County Farmers Market & Museum located in the City of Walterboro.

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. After which, only the names of the respondents will be publicly announced. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the 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 proposals 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.

B. SCOPE OF WORK

The project consists of building an overflow parking area with as little disturbance to the natural surroundings as possible. There is minimal tree removal required, if any. Colleton County intends to install approximately 41 parking spaces. Due to the landscape and need to keep this area as natural as possible, the number of spaces could increase or decrease accordingly.

- The contractor shall be responsible for all licensing and permitting fees.
- The contractor shall be responsible for all tree trimming. The trimming of trees shall only be required when entry and egress of cars, SUV's and trucks is impeded. This will encompass driveways and parking spaces.
- The entrance into the parking area shall have a 10'W x 16'L x 6"D cement header installed as noted on the attached drawing.
- The main driveway up to the parking circle shall be excavated a minimum of 6" and crushed limestone filled in to meet the current grade. (No ponding allowed on the upslope side.)
- The parking circle and parking spaces shall be placed on the current grade. These areas shall have a crushed limestone base of 4"
- The parking circle shall maintain a 14" width for the entire distance.
- Parking areas shall be sized to 9'x18'
- Each parking spot shall have a standard DOT authorized cement parking stop.
- Signage shall be provided for the area as noted:
 - Three (3) DOT approved one way signs shall be installed on wooden post
 - One (1) DOT approved stop sign on an approved DOT post
 - One (1) overflow parking sign with arrow. (Owner approved) on a wooden post
 - One (1) Exit only sign (Owner approved) on a wooded post.
 - Two (2) no entry signs. One on each side of exit gate. Attach to fencing.
- The curb cut on Neyle Street shall be widened to a width of 14' with applicable radius to meet code. Permitting of the curb cut is also the contractor's responsibility.

- The current Fencing located at the curb cut egress point, shall be removed and a sliding gate installed to match the current entry gate on Neyle Street. The width of the opening shall meet the new cub cut dimensions including the radius, plus two (2') feet extra on each side. The sliding gate shall be supported with the necessary hardware so that sagging and or binding does not occur. The same style and metals of the fencing shall be used in the construction of the gate. Locking mechanisms shall be provided on the sliding gate to lock the gate open and closed.
- From the date of "Notice to Proceed" the project shall be completed and closed out within 60 calendar days.

C. INSTRUCTIONS TO VENDOR

1. Submittal must include one (1) original proposal response clearly marked as original, and one (1) complete copy of the proposal response along with a completed W-9 form. Responses must be in a sealed envelope/package containing the solicitation name and number. The 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 contractors sole responsibility to insure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. The contractor 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. If required, additional pages may be attached. Proposals written in pencil will be disqualified.
6. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the vendor's name, address, and the solicitation name and number.
7. This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of RFP 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 submitted via email to John Stieglitz, Capital Projects & Purchasing Director jstieglitz@colletoncounty.org no later than 11:00am on November 12, 2015.

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

D. SELECTION CRITERIA

It is the intent of Colleton County to award one contract to the lowest responsive, responsible bidder based on the total proposal submitted on the Proposal Form with final approval by Colleton County Council.

E. SPECIFIC 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 Office in writing no later than five (5) business days prior to the scheduled due date and time.
2. **RESPONDANTS QUALIFICATION:** The County reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Vendor's ability to provide said services.
3. **RESPONSE WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Manager.
4. **REJECTION:** Colleton County reserves the right to reject any and all proposals, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.
5. **WAIVER:** The County reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
6. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 60 calendar days.
7. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful offeror 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.
8. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Colleton County.
9. **DEBARMENT:** By submitting a qualification package, the contractor is certifying that they are not currently debarred from responding to any request for proposals by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency or subdivision of the State of South Carolina.

10. **DEFAULT:** In case of default by the Contractor, the County reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Contractor will be considered in future RFP's until the assessed charge has been satisfied.
11. **HOLD HARMLESS:** All respondents to this RFP shall indemnify and hold harmless Colleton County Government and any of their officers and employees from all suits and claims alleged to be a result of this request for proposals. The issuance of this request of proposals constitutes only an invitation to present a proposal. Colleton County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for proposals. Colleton County also reserves the right to seek clarifications, to negotiate with any Contractor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
12. **CANCELLATION:** In the event that this request for proposals is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred in connection with this request for proposals or otherwise.
13. **COLLETON COUNTY PURCHASING ORDINANCE:** The Request of Proposals is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this request for proposals in their entirety except as amended or superseded within. This ordinance can be found at <https://www.municode.com/library/sc/colletoncounty/codes/codeofordinances> under Title 3 - Revenue and Finance.
14. **FAILURE TO SUBMIT ALL MANDATORY FORMS:** Failure to submit all the mandatory forms from this request of proposals shall be just cause for the rejection of the qualification package. However, Colleton County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.
15. **CONTRACT AWARD:**
 - a. This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Contractor and the County. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.
 - b. The successful Contractor shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.
16. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of an agreement shall be directed to the Procurement Manager by calling (843) 539-1968. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Capital Projects & Purchasing Department, 113 Mable T. Willis Blvd, Walterboro, SC 29488.

F. GENERAL CONTRACTUAL REQUIREMENTS

1. **ABANDONMENT OR DELAY:** If the work to be done under this contract shall be abandoned or delayed by the Contractor, or if at any time the County shall be of the opinion and shall so certify

in writing that work has been abandoned or delayed by the Contractor, the County may annul the contract or any part thereof if the Contractor fails to resolve the matter within thirty (30) days of written notice.

2. **CONTRACTOR'S COOPERATION:** The Contractor shall maintain regular communications with the Project Manager and shall actively cooperate in all matters pertaining to this contract.
3. **RESPONSIBILITY:** The Contractor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.
4. **NON-APPROPRIATION / SUBSTITUTION PERMITTED:** If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.
5. **INDEMNIFICATION:** Except for expenses or liabilities arising from the negligence of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person, directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor, or occurring to any member of the public. When the County submits notice, Offeror shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Contractor's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally the County will not provide indemnity to the successful CONTRACTOR. Failure to comply with this section may result in your request for proposal to be deemed non-responsive.

6. **FORCE MAJEURE:** The Offeror shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the

Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

7. **ARBITRATION:** Under no circumstances and with no exception will Colleton County act as arbitrator between the Contractor and any sub-contractor.
8. **PUBLICITY RELEASES:** Offeror agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the County, type and duration of any resulting agreement may be used and then only with prior approval of the County. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.
9. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.
10. **ASSIGNMENT:** The Contractor shall not assign in whole or in part any agreement resulting from this Request for Proposals without the prior written consent of the County. The Contractor shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.
11. **AFFIRMATIVE ACTION:** The successful Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
12. **FAILURE TO DELIVER GOODS IN ACCORDANCE WITH TERMS & CONDITIONS:** In case of failure to deliver goods in accordance with the contract terms and conditions, Colleton County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.
13. **TERMINATION OF CONTRACT:**
 1. Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the contractor.
 - a. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

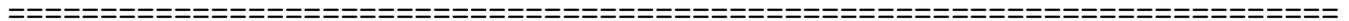
- b. Termination for Cause: Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for proposals shall apply.
 - c. The County shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
2. Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Contractor, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.
14. GOVERNING LAWS: Any contract resulting from this request for proposals shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.
15. BONDS: Payment and Performance Bonds are not required for this request for proposal.
16. PURCHASING CARD: By submitting a proposal, contractor agrees to accept payment by the Colleton County Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows county agencies to make authorized purchases from a vendor, in conjunction with a purchase order.
17. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
18. TYPE OF CONTRACT: This contract is a unit price contract.
19. INSURANCE: Colleton County will require the following remain in force at all times through the life of the contract:
Professional Liability Insurance – Minimum \$1,000,000.00 - Proof of in force insurance must be provided in the response to the RFP
- Other insurances:
- Workers’ Compensation - \$100,000 – each accident
 - Statutory Coverage and Employer’s - \$100,000 each employee
 - Liability - \$500,000 – policy limit
 - Comprehensive General Liability - \$1,000,000 – bodily injury each occurrence
 - \$1,000,000 – bodily injury aggregate
 - \$1,000,000 – property damage each occurrence
 - \$1,000,000 – property damage aggregate
 - Products – Completed Operations - \$1,000,000 – aggregate
 - Business Auto Liability – Same as Comprehensive General Liability
 - Excess or Umbrella Liability - \$1,000,000
- Colleton County will be named as an “additional insured”



**PROPOSAL FORM
FM-47 COLLETON COUNTY FARMERS MARKET & MUSEUM
OVERFLOW PARKING AREA**

COST FOR EACH 9' X 18" PARKING AREA: \$ _____

TOTAL PROPOSAL: \$ _____



Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

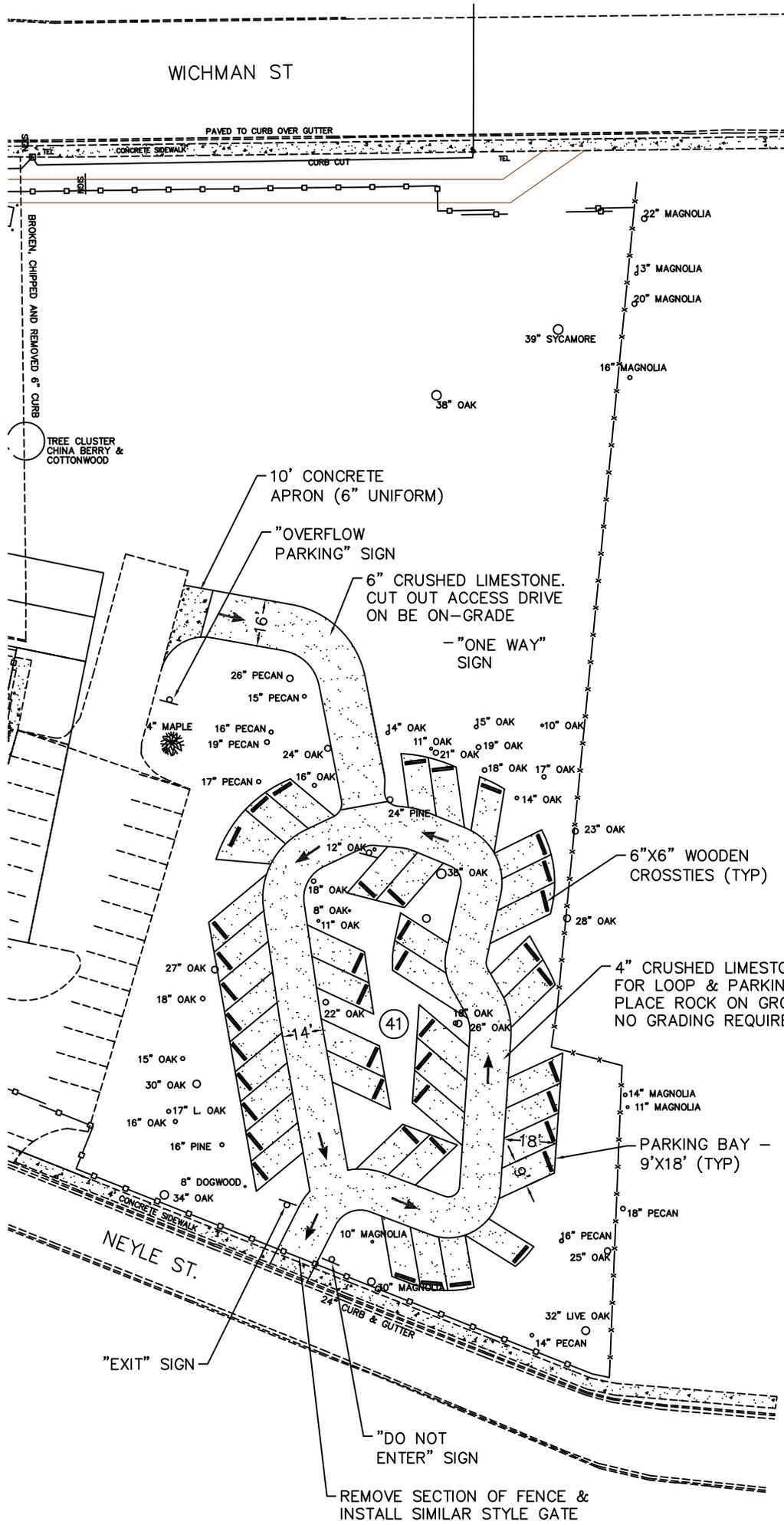
Telephone Number: () _____

Authorized Signature: _____

Print name: _____

Title: _____

Email: _____



WICHMAN ST

PAVED TO CURB OVER GUTTER

CONCRETE SIDEWALK

CURB CUT

BROKEN, CHIPPED AND REMOVED 8" CURB

TREE CLUSTER
CHINA BERRY &
COTTONWOOD

22" MAGNOLIA

33" MAGNOLIA

20" MAGNOLIA

39" SYCAMORE

16" MAGNOLIA

38" OAK

10' CONCRETE
APRON (6" UNIFORM)

"OVERFLOW
PARKING" SIGN

6" CRUSHED LIMESTONE.
CUT OUT ACCESS DRIVE
ON BE ON-GRADE

- "ONE WAY"
SIGN

26" PECAN

15" PECAN

4" MAPLE

16" PECAN

19" PECAN

24" OAK

14" OAK

11" OAK

21" OAK

15" OAK

19" OAK

18" OAK

10" OAK

17" OAK

17" PECAN

16" OAK

24" PINE

14" OAK

23" OAK

12" OAK

18" OAK

8" OAK

11" OAK

38" OAK

28" OAK

6" X 6" WOODEN
CROSSIES (TYP)

4" CRUSHED LIMESTONE
FOR LOOP & PARKING BAYS.
PLACE ROCK ON GROUND,
NO GRADING REQUIRED.

27" OAK

18" OAK

15" OAK

30" OAK

17" L. OAK

16" OAK

16" PINE

8" DOGWOOD

34" OAK

41

18" OAK

22" OAK

18" OAK

26" OAK

14" MAGNOLIA

11" MAGNOLIA

PARKING BAY -
9' X 18' (TYP)

18" PECAN

NEYLE ST.

"EXIT" SIGN

"DO NOT
ENTER" SIGN

REMOVE SECTION OF FENCE &
INSTALL SIMILAR STYLE GATE

CONCRETE SIDEWALK

24" CURB & GUTTER