



**Procurement Office  
Kaye B. Syfrett  
31 Klein Street, Room 208  
Walterboro, SC 29488  
Phone: (843) 782-0504**

## **REQUEST FOR PROPOSAL**

**BID NUMBER: CC-08 Construction of Speculative Building II  
Colleton County Commerce Center/I-95 Exit 62**

**Mandatory Pre-Bid Meeting 1:00PM, Thursday, October 10, 2013  
Council Chambers located at 109 Benson Street**

**Bids will be accepted until 10:00AM, Thursday, October 24, 2013**

**Due to the file size of the bid, email Kaye B. Syfrett at  
[ksyfrett@colletoncounty.org](mailto:ksyfrett@colletoncounty.org) to receive file and password**

### **INSTRUCTIONS TO BIDDERS**

**1.** Submittal must include **one (1) original bid** clearly marked as original, and **three (3) complete copies** of the Offeror's bid along with a **completed W-9 form**. Responses must be in a sealed envelope/package, received by fax or other electronic means (e-mail in \*.pdf format). For identification purposes, all envelopes/packages must contain 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 Offeror's sole responsibility to insure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.

4. **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.

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 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.

8. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Director of Colleton County.

9. **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.

10. **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.

11. **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:

Offeror 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 Offeror, 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 Offeror's employees and any person, directly or indirectly employed by Offeror (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 Offeror'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 bidder. Failure to comply with this section may result in your bid to be deemed non-responsive.

**12. 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.

**13. ARBITRATION:** Under no circumstances and with no exception will Colleton County act as arbitrator between the Offeror and any sub-contractor.

**14. 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 Offeror 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 Offeror 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 Director.

**15. 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.

**16. ASSIGNMENT:** The Offeror shall not assign in whole or in part any agreement resulting from this Request for Bids 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.

**17. AFFIRMATIVE ACTION:** The successful Offeror 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.

**18. CONTRACT AWARD:**

**A.** This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Offeror 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 Offeror 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.**

**19. PURCHASING CARD:** By submitting a bid, 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.

**20. CONTRACT ADMINISTRATION:** Questions or problems arising after award of an agreement shall be directed to the 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.