

JAMES ISLAND PUBLIC SERVICE JIPSD

1739 Signal Point Road
Charleston, SC 29412
Phone (843) 795-9060 / Fax (843) 762-5240

REQUEST FOR PROPOSAL (RFP) # GF2020-01

ISSUE DATE:

BID DELIVERY DUE DATE & TIME: August 6, 2020 by 2:00 PM (EST)

BID OPENING DATE & TIME: August 6, 2020 at 2:00 PM (EST)

BID DELIVERY LOCATION: James Island Public Service, JIPSD
1739 Signal Point Road
Charleston, SC 29412

PROCUREMENT FOR: Flat Roof Seal Coating for the Administration Building (BLDG 1)

DIRECT ALL INQUIRES: David Major, Facilities Maintenance Specialist
Email: majord@jipsd.org or Phone: 843-998-6198

This solicitation does not commit James Island Public Service (JIPSD) to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the bids are received on, or before, the date and time specified. No bid will be accepted thereafter. The JIPSD assumes no responsibility for delivery of bids that are mailed and reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

All proposals must be submitted under sealed cover and **mailed, or hand delivered** at the location and time stated herein and will be opened thereafter:

MAILING ADDRESS:

James Island Public Service JIPSD
Attn: Joanne Tucker
Revenue Collections Manager
Post Office Box 12140
Charleston, SC 29422-2140

STREET ADDRESS:

James Island Public Service JIPSD
Attn: Joanne Tucker
Revenue Collections Manager
1739 Signal Point Road
Charleston, SC 29412

Each sealed envelope containing a proposal shall be marked on the outside with the Offeror's complete name, address, and proposal number.

If the Offeror chooses not to respond to this solicitation, you are encouraged to return the "No Bid" Response Form attached herein.

Part I. GENERAL TERMS AND CONDITIONS

GF2020-01

PUBLIC RECORD

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the JIPSD's Administration Division from 8:00 a.m. to 5:00 p.m., Monday through Thursday, at 1739 Signal Point Road, James Island, South Carolina 29412.

BACKGROUND CHECK

The JIPSD reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the JIPSD, the proposer consents to such an inquiry and agrees to make available to the JIPSD such books and records as the JIPSD deems necessary to conduct the inquiry.

JURISDICTION

This agreement shall be governed by the laws of the state of South Carolina.

FORCE MAJEURE

The successful firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

FAILURE TO ENFORCE

Failure by the JIPSD at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the JIPSD to enforce any provision at any time in accordance with its terms.

FAILURE TO DELIVER

In the event of failure of the successful firm to deliver services in accordance with the contract terms and conditions, the JIPSD, after due oral or written notice, may procure the services from other sources and hold the successful firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the JIPSD may have.

INDEMNIFICATION

The successful firm covenants to save, defend, keep harmless, and indemnify the JIPSD and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the successful firm's negligent performance or nonperformance of the terms of the contract.

RIGHTS RESERVED BY JIPSD

The right is reserved by the JIPSD to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the JIPSD.

NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the JIPSD, must furnish to the JIPSD Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed.

If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

NON-APPROPRIATION

Any contract entered into by the JIPSD resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

Please submit the following forms on or before: August 6, 2020

- 1. Proposal Submission Form**
- 2. Authorization Form**
- 3. Exceptions Page**

NOTE: Please check our website for any addendums to this solicitation prior to submitting bid.

NOTE: Please review our website at www.jipsd.org for any amendments to this solicitation prior to submitting your proposal on stated date and time.

1. DEFINITIONS

“Services Agreement” “Agreement” “Contract” means the contract or JIPSD Purchase Order that will be issued between the JIPSD and the successful Offeror and will incorporate by reference the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Offeror’s response and acceptance by the JIPSD.

“JIPSD” “Owner” means James Island Public Service JIPSD.

“Contractor” means the person(s) firm(s) or corporation(s) appointed by the JIPSD to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Contractor” and “Offeror” are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution, and performance of the services.

“Offeror” means responder to this Request for Proposals.

“Proposal” means the submission by the Offeror.

“Request for Proposals” (RFP) shall mean and include the complete set of documents, specifications, drawings, and addenda incorporated herein, and included in this Request for Proposals.

“Services Works” means and includes the provision by the successful Offeror of all services, work, duties and expectations as further described in this RFP. This will also mean the whole of the work, tools, materials, labor, equipment, travel, and all that is required to be done, furnished, and performed by the Contractor.

2. PROJECT DESCRIPTION

The James Island Public Service (JIPSD) requests proposals from qualified and experienced contractors for Flat Roof Seal Coating for the Administration Building (BLDG 1).

2.1. Prices

All Prices shall remain **FIRM** and shall include the provision of all tools, equipment, labor, transportation, supervision, management, overhead, materials, services and all other things necessary for the commencement, performance and completion of services as described.

2.2. Evaluation Criteria

The criteria for evaluation of the Proposals may include, but is not limited to:

- Completion of the Proposal Submission Form provided
- Adherence to Specifications
- References
- Offeror's qualifications, experience, and demonstrated performance

2.3. Irrevocability & Acceptance of Proposals

The JIPSD requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date and time. The JIPSD reserves the right to waive formalities in, accept or reject any or all Proposals or accept the Proposal deemed most favorable in the interest of the JIPSD. The JIPSD will be under no obligation to proceed further with any submitted Proposal and should the JIPSD decide to abandon the same, it may, at any time, invite further Proposals for the supply of the described services or enter into any discussions or negotiations with any party for the provision of the services. No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the JIPSD.

Should your Proposal be accepted, a purchase order will be placed for the provision of these services. Contract documents will be utilized to document the agreement fully and completely.

2.4. Subletting

If awarded, the Offeror will not, without the written consent of the JIPSD, assign, sublet or transfer any subsequent contract or any part thereof.

3. AWARD OF CONTRACT

3.1. Notification of Award

The JIPSD will notify the successful Offeror ("Contractor") in writing of its decision to award the project.

3.2. Indemnity

The Contractor shall indemnify and hold harmless the JIPSD from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against him and/or the JIPSD, by reason of any act or omission of the Contractor, its agents, Sub-contractors or employees in the execution of the work.

3.3. Insurance Requirements

The successful Offeror shall submit, upon award by the JIPSD, a Certificate of Insurance signed by the Insurance Company certifying that the required insurance policies are in force. See Appendix A for insurance requirements.

3.4. Proof of Insurance

Prior to the work commencing, the Contractor shall provide proof of the required insurance coverage by delivering a completed Certificate of Insurance to the JIPSD.

3.5. Default

The JIPSD reserves the right at its sole discretion, to immediately terminate, in whole or in part, the purchase order contract if the Contractor:

- Fails to perform any provision of the services within the time specified or within a reasonable time if no time is specified, as determined by the JIPSD.
- Fails to meet the JIPSD's standard of expected and agreed level of service and performance.

4. PROPOSAL SUBMISSION

Offerors are required to complete and submit the information following the format found on the Proposal Submission Form.

5. EXAMINATION OF PROPOSAL DOCUMENTS

The Offeror must carefully examine the Proposal Documents. The Offeror may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the requirements and conditions imposed by the JIPSD. There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal price submitted, unless the JIPSD, at its sole discretion, deems that it would be unreasonable to do so, or there are additional work requirements due to unforeseen circumstances.

6. GENERAL INFORMATION

Offerors are advised that submissions are subject to the Freedom of Information and Protection of Privacy Acts.

The JIPSD will not assume any responsibility or liability for any costs incurred by the Offeror in the preparation of a Proposal.

Wherever possible, the JIPSD wishes to purchase goods and services which represent minimal impact to the environment, or that offer value to a sustainability objective.

7. SCOPE OF SERVICES

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

- 1) The proposed work to be performed is the sealing coating of an existing smooth asphalt built up flat roof system at Building 1 (approx. 3,200 sq. ft.). This project will include the following tasks:

- a) Provide a detailed description of the method recommend for sealing the flat roof.
- b) Prior to the commencement of construction activities, the Contractor will provide design drawings of sufficient detail to obtain a Building Permit.
- c) All materials shall be installed according to manufacturer specifications.
- d) The Contractor will be required to hold a pre-construction meeting with the JIPSD. Additional meetings may be requested by either the JIPSD or the Contractor to discuss the progress of the project.
- e) The contractor will be responsible for acquiring a Building Permit and call for the inspection.
- f) The Contractor will be responsible, at no additional cost to the JIPSD, for completing any changes necessary for the plans to be approved and permits to be issued by the Building Codes Department.
- g) The work must be performed during regular business hours or on a Saturday with prior notification and approval by JIPSD.
- h) The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.
- i) The Contractor shall operate in a safe manner and will observe all OSHA guidelines.
- j) The Contractor shall perform construction work in a manner which minimizes the potential for damage to existing landscaping around the Building 1. The Contractor shall be solely responsible for the costs of any landscaping repairs resulting from damages occurring to existing landscaping because of the work performed by the contractor and/or any subcontractor(s).
- k) The Contractor shall provide all manuals and/or warranty information related to this project to JIPSD upon completion of the project.
- l) The Contractor shall provide a minimum three (3) year warranty on labor and materials and a minimum fifteen (15) year manufacturer's warranty for the insulation and materials.
- m) This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

INSURANCE REQUIREMENTS (Contracts Greater Than \$25,000)

Contractors working for the JIPSD are required to procure and maintain for the duration of their contract with the JIPSD insurance against claims for injuries to persons or damages to property which may arise from or about work performed by the Contractor, his agents, representatives, employees or sub consultants. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

- B. The Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. The Contractor shall maintain limits no less than the following:
 - 1. GENERAL LIABILITY: \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 - 2. AUTOMOBILE LIABILITY: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. WORKERS' COMPENSATION: Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.
 - 4. Required policies are to contain, or be endorsed to contain, the following provisions:
 - a. General Liability and Automobile Liability Coverages - The JIPSD, its officials, employees and volunteers are to be covered as additional insured's as respects: Liability arising out of activities performed by or on behalf of the Contractors; 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 JIPSD of Charleston, its officials, employees, or volunteers. To accomplish this objective, the JIPSD of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the JIPSD of Charleston, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the JIPSD, its officials, employees, or volunteers shall be more than the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis. Any failure to comply with reporting provisions of the Contractor's

policies shall not affect coverage provided to the JIPSD of Charleston, its officials, employees or volunteers.

- b. Workers' Compensation - The Contractor shall agree to waive all rights of subrogation against the JIPSD, its officials, employees and volunteers for losses arising from work performed by the Contractor for the JIPSD.
- 5. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the JIPSD.
- 6. Each insured policy required by the JIPSD 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 has been given to the JIPSD.
- 7. All coverages for sub-consultants shall be subject to all the requirements stated herein.
- 8. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Deputy Mgr./CFO.
- 9. The Contractor shall furnish the JIPSD with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the JIPSD, Finance Department, before work commences. The JIPSD reserves the right to require complete, certified copies of all required insurance policies, at any time.

JAMES ISLAND PUBLIC SERVICE JIPSD
PO Box 12140 / 1739 Signal Point Road
Charleston, SC 29422
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Proposal Submission Form

SOLICITATION NUMBER: RFP #GF2020-01

DESCRIPTION: Flat Roof Seal Coating for the Administration
Building (BLDG 1)

OPENING DATE/TIME: August 6, 2020 @ 2:00 pm
LOCATION: Conference Room @ 1739 Signal Point Road

	Bid Amount
Flat Roof Seal Coating	

- No minimum charges
- No miscellaneous charges on billing without pre-authorization and signature

Note: Please visit our website for any addendums to this solicitation prior to submitting.

Company Name

Federal ID #

Mailing Address

Print Name/Title

Contact Number

Authorized Signature

Date

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Authorization Form

SOLICITATION NUMBER: RFP #GF2020-01

DESCRIPTION: Flat Roof Seal Coating for the Administration
Building (BLDG 1)

1. Location of Service Facilities: _____

2. Exceptions to the minimum specifications outlined above:

_____	_____
_____	_____
_____	_____

3. Provide 2 entities currently using this same or similar service.

	<u>Company/Organization</u>	<u>Contact Name</u>	<u>Phone Number</u>
a)	_____	_____	_____
b)	_____	_____	_____

The undersigned, having fully familiarized itself with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the JIPSD, which it verifies to be true and correct to the best of its knowledge. The undersigned further certifies 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. The undersigned agrees to be bound by all conditions set forth in this solicitation and certifies it has signature authority to bind the company listed herein.

Company Name Federal ID # _____

Mailing Address

Print Name/Title Contact Number _____

Authorized Signature

Date

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"No Bid" Response Form

SOLICITATION NUMBER: RFP #GF2020-01

DESCRIPTION: Flat Roof Seal Coating for the Administration
Building (BLDG 1)

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).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments:

Company Name

Federal ID #

Mailing Address

Print Name/Title

Contact Number

Authorized Signature

Date

EXCEPTIONS PAGE

SOLICITATION NUMBER: **RFP #GF2020-01**

DESCRIPTION: **Flat Roof Seal Coating for the Administration
Building (BLDG 1)**

MANDATORY PROPOSAL SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the RFP documentation.
