

JAMES ISLAND PUBLIC SERVICE DISTRICT

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

REQUEST FOR PROPOSAL (RFP) # GF2017-02

ISSUE DATE: Tuesday July 25, 2017

MANDATORY PRE-BID MEETING: Tuesday August 1, 2017 at 3:00 PM (EST) at:

Fire Station #1 - Training Room
1622 Camp Road, Charleston, SC 29412

DELIVERY DUE DATE & TIME: Tuesday August 22, 2017 by 2:00 PM (EST)

OPENING DATE & TIME: Tuesday August 22, 2017 at 2:00 PM (EST)

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

PROCUREMENT FOR: Flat Roof Replacement at the Fire Station 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 District 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 District 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 District
Attn: James G. Game, MBA
Assistant Financial Officer
Post Office Box 12140
Charleston, SC 29422-2140

STREET ADDRESS:

James Island Public Service District
Attn: James G. Game, MBA
Assistant Financial Officer
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.

PUBLIC RECORD

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the District'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 District 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 District, the proposer consents to such an inquiry and agrees to make available to the District such books and records as the District 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 District 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 District 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 District, 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 District may have.

INDEMNIFICATION

The successful firm covenants to save, defend, keep harmless, and indemnify the District 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 DISTRICT

The right is reserved by the District 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 District.

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 District, must furnish to the District 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 District 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 2:00 pm on August 22, 2017:

- 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 District Purchase Order that will be issued between the District 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 District.

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

“Contractor” means the person(s) firm(s) or corporation(s) appointed by the District 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 District (District) requests proposals from qualified and experienced contractors for replacing roof of Fire Station #1 located at 1622 Camp Road, Charleston, SC 29412.

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 District requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date and time. The District 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 District. The District will be under no obligation to proceed further with any submitted Proposal and should the District 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 District.

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 District, assign, sublet or transfer any subsequent contract or any part thereof.

3. AWARD OF CONTRACT

3.1. Notification of Award

The District 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 District 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 District, 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 District, 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 District.

3.5. Default

The District 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 District.
- Fails to meet the District'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 District. 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 District, 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 District will not assume any responsibility or liability for any costs incurred by the Offeror in the preparation of a Proposal.

Wherever possible, the District 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 includes the replacement of an existing flat roof system at the Fire Station 1. This project will include the following tasks:
 - a) Prior to the commencement of construction activities, the Contractor will provide design drawings of sufficient detail to obtain a Building Permit.
 - b) Removal of the existing flashing materials.

- c) Removal of the existing coal tar roof system.
- d) Conducting an inspection of the existing roof base and completing repairs, if necessary.
- e) Contractor proposal shall include pricing for base repairs, based upon a per square foot cost.
- f) Prior to beginning any such repairs, the Contractor shall obtain written approval from the James Island Public Service District to proceed with repair work.
- g) Installation of new flat roof system, including new insulation material(s), new membrane material(s), and any necessary flashings and perimeter edging material(s).
- h) The Contractor shall install one (1) layer of one-inch (1") isocyanate (ISO) insulation, or equivalent insulation material.
- i) The Contractor shall install one (1) layer of fully adhered 0.060 mil thermoplastic polyolefin (TPO) roof membrane, or equivalent membrane material on top of the insulation material(s) and up the surrounding perimeter walls. This shall include the installation of membrane flashings along the parapet walls and/or the perimeters in order to provide a tough but flexible and waterproof termination.
- j) The Contractor shall replace the existing perimeter edging and counter-flashing material, using at least 24-gauge prefinished steel in the new installation.
- k) All flashings shall be attached mechanically to vertical surfaces and shall have a counter flashing. All projections and penetrations shall have reinforced membrane flashings installed.
- l) Color will match existing materials. Any proposed alternative color(s) shall be approved by the James Island Public Service District prior to installation.
- m) The Contractor shall install the materials in a continuous fashion, free of any gaps and voids.
- n) Installation of the insulation and membrane materials shall be completed in a manner which promotes proper drainage to keep the roof free from standing water.
- o) All materials shall be installed according to manufacturer specifications.
- p) The Contractor will be required to hold a pre-construction meeting with the James Island Public Service District. Additional meetings may be requested by either the James Island Public Service District or the Contractor in order to discuss the progress of the project.
- q) The contractor will be responsible for acquiring a Building Permit and call for the inspection.
- r) The Contractor will be responsible, at no additional cost to the James Island Public Service District, for completing any changes necessary for the plans to be approved and permits to be issued by the Building Codes Department.
- s) The work must be performed during regular business hours or on a Saturday with prior notification and approval by the James Island Public Service District.
- t) The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.
- u) The Contractor shall operate in a safe manner and will observe all OSHA guidelines.

- v) The Contractor shall perform construction work in a manner which minimizes the potential for damage to existing landscaping around the Fire Station 1. The Contractor shall be solely responsible for the costs of any landscaping repairs resulting from damages occurring to existing landscaping as a result of the work performed by the contractor and/or any subcontractor(s).
- w) The Contractor shall provide any and all manuals and/or warranty information related to this project to the James Island Public Service District upon completion of the project.
- x) 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 membrane materials.
- y) 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 District are required to procure and maintain for the duration of their contract with the District 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 District, 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 District of Charleston, its officials, employees or volunteers. To accomplish this objective, the District 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 District of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officials, employees, or volunteers shall be in excess of 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 District of Charleston, its officials, employees or volunteers.
 - b. Workers' Compensation - The Contractor shall agree to waive all rights of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by the Contractor for the District.
5. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the District.
6. Each insured policy required by the District 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 District.

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 District 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 District, Finance Department, before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

JAMES ISLAND PUBLIC SERVICE DISTRICT

PO Box 12140 / 1739 Signal Point Road

Charleston, SC 29422

Phone (843) 795-9060 / Fax (843) 762-5240

Proposal Submission Form

SOLICITATION NUMBER: RFP #GF2017-02

DESCRIPTION: Flat Roof Replacement at the Fire Station 1

OPENING DATE/TIME: August 22, 2017 @ 2:00 pm

LOCATION: Conference Room @ 1739 Signal Point Road

	Bid Amount
Flat Roof Replacement	

- 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

JAMES ISLAND PUBLIC SERVICE DISTRICT
PO Box 12140 / 1739 Signal Point Road
Charleston, SC 29422
Phone (843) 795-9060 / Fax (843) 762-5240

"No Bid" Response Form

SOLICITATION NUMBER: RFP #GF2017-02

DESCRIPTION: Flat Roof Replacement at the Fire Station 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

Email

Print Name/Title

Contact Number

Authorized Signature

Date