

---

**CLARENDON COUNTY  
SOUTH CAROLINA**

---

**REQUEST FOR PROPOSALS**

**RFP No. 2024 – 021**

**COMMERCIAL PLUMBING REPAIRS/INSTALLATION SERVICES  
(EMERGENCY ON-CALL TERM CONTRACT)**



**PROCUREMENT DEPARTMENT  
3 SOUTH CHURCH STREET  
MANNING, SC 29102  
TELEPHONE 803-433-3240**

## **TABLE OF CONTENTS**

Section I. Introduction and Purpose of RFP

Section II. Calendar of Events

Section III. Scope of Work

Section IV. Cost Proposal

Section V. Bonding Requirements

Section VI. Administrative Rules for the RFP

Section VII. Proposal Presentation

Section VIII. Overview of Requirements

Section IX. Contractual Requirements

Section X. Special Provisions

### **Attachments**

Attachment 1. SAMPLE SCORE SHEET

Attachment 2. REFERENCES SHEET

Attachment 3. CERTIFICATE OF FAMILIARITY

## **I. INTRODUCTION AND PURPOSE OF RFP**

Clarendon County is requesting interested qualified plumbing contractors to provide commercial plumbing repairs and installation services throughout Clarendon County for emergency repairs and county-owned facilities. These services will be provided on an as-needed basis under a term contract. The contract will be in effect for a period of three (3) years, with the option to renew for an additional two (2) year period.

**BID PACKAGES:** are available on-line at: <http://procurement.clarendoncountygov.org>

And [www.bidnetdirect.com/clarendoncounty](http://www.bidnetdirect.com/clarendoncounty)

## **II. CALENDAR OF EVENTS**

<b>Distribution Date:</b>	<b>June 27, 2025</b>
<b>Questions Deadline</b>	<b>July 17, 2025 - 3:00PM EST</b>
<b>Submittal Deadline:</b>	<b>July 25, 2025 - 3:00PM EST</b>
<b>Tentative Proposal Distribution:</b>	<b>July 30, 2025</b>
<b>Tentative 1<sup>ST</sup> Evaluation Meeting:</b>	<b>August 07, 2025</b>
<b>Tentative Final Evaluation (if needed):</b>	<b>August 14, 2025</b>
<b>Tentative Award Release Date:</b>	<b>August 17, 2025</b>
<b>Tentative Negotiations with awardees:</b>	<b>August 27, 2025</b>
<b>Tentative Contract Start Date:</b>	<b>September 01, 2025</b>

### III. SCOPE OF WORK

- A. Interested Contractors shall develop a team of professionals who are capable of offering the variety of plumbing services defined herein.
- B. Repairs and/or Projects assigned to the Contractor under this contract may include, yet not be limited to:

#### 1. Commercial Plumbing Services as follows:

- Emergency repair of 2" - 12" water mains; labor and materials to install water services; miscellaneous sewer line repairs, and other water related services that may be required; **MUST BE ABLE TO RESPOND WITHIN 45 MINUTES.**
- Repair and/or replacement of commercial plumbing systems, to include, but not limited to, faucets, traps, toilets, sinks, urinals, backflow devices, valves, piping, hot water heaters, tankless hot water systems, venting pipes, residential pump stations, and other related components;
- Installation of faucets, traps, toilets, sinks, urinals, backflow devices, valves, piping hot water heaters, tankless hot water systems, venting pipes and other related components; 2" FM sewer tap and 3/4" – 4" water taps
- Evaluation of areas to determine types of plumbing parts and other materials required;
- Evaluation and suggestion on energy saving equipment/procedures;
- Quality assurance and inspection reporting.

- C. The contractor shall not proceed with any project and/or work without the written consent of Clarendon County and/or a valid purchase order. Emergency repairs will be verbal notifications and invoices shall be promptly delivered within three (3) working days.

- D. **ALL EMERGENCY REPAIRS SHALL REQUIRE A 45 MINUTE RESPONSE TIME**

### IV. COST PROPOSAL

Commercial plumbing contractors interested in being considered for this project should respond with a letter of interest, current resume of qualifications, staff and their qualifications, a direct response to each of the selection criteria identified, discipline and percentage of use/obligation on this project and any other pertinent information. Each proposer shall provide one (1) original paper submission

### V. BONDING REQUIREMENTS

There are currently no bonding requirements for this solicitation.

## **VI. ADMINISTRATIVE RULES FOR THE RFP**

### **6.1.00 ADDITIONAL INFORMATION INQUIRIES**

**6.1.01** All inquiries concerning this RFP shall be directed to the contact below:

Jeffrey A Hyde  
Procurement Director  
Clarendon County SC  
Phone: 803-433-3240  
Fax: 803-433-4002  
Email: [jhyde@clarendoncountygov.org](mailto:jhyde@clarendoncountygov.org)

### **6.2.00 RECEIPT OF PROPOSALS**

**6.2.01** Proposals are to be submitted no later than **3:00 P.M. E.S.T., July 25, 2025**, to the Clarendon County Procurement Office. Due to the possibility of negotiations with any offeror submitting their qualifications which appear to be eligible for contract and award pursuant to the selection criteria set forth in this Request for Proposals, terms and conditions will not be divulged at the time of opening.

### **6.3.00 PREPARATION OF PROPOSALS**

**6.3.01** Each offeror shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a proposal. Should an offeror find discrepancies, ambiguities, or omissions in proposal documents, or should the offeror be in doubt as to their meaning, offeror shall at once request written clarification from the Procurement Director via written communication ([jhyde@clarendoncountygov.org](mailto:jhyde@clarendoncountygov.org)). The person submitting the Proposal shall be responsible for its delivery to the designated Procurement address. Any interpretation or clarification of the proposal documents will be made via an addendum to the original solicitation.

**6.3.02** Before submitting qualifications, each offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this proposal. Failure to make such investigations and examinations shall not relieve the successful offeror from the obligation to comply, in every detail, with all provisions and requirements of this Request for Proposals.

**6.3.03** No proposal will be considered by any company that has failed to perform acceptably on any other contract with Clarendon County. No proposal will be considered by any company that owes any outstanding taxes/payments to Clarendon County, SC.

**6.3.04** If the offeror is a corporation, the proposal shall be signed in the name of and under the seal of the corporation by a duly authorized officer of the corporation with the designation of the signer's official capacity. The proposal shall show the state in which the corporation is chartered, and, if that state is other than South Carolina, the proposal shall show that the corporation is authorized to do business in the state of South Carolina. If the offeror is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person who is duly authorized to bind the partnership. The signer's official capacity

and authority shall be shown. If the offeror is an individual or sole proprietorship, the proposal shall be signed by the individual in person, stating the name or style under which the offeror is doing business. In any case, the proposal shall show the current business address of the offeror which is to be used for receiving communications from the County.

- 6.3.05 QUESTIONS:** All questions and correspondence regarding the specifications/solicitation shall be directed in writing to Clarendon County Procurement (via e-mail) to:  
[jhyde@clarendoncountygov.org](mailto:jhyde@clarendoncountygov.org)

**Questions Deadline: July 17, 2025 – 3:00PM EST**

- 6.3.06 Proposal Submission** – Sealed Proposals shall be accepted at the Clarendon County Procurement Department, located inside the Voter Registration & Elections Building at 3 South Church Street, Manning, SC 29102.

**6.4.00 DISQUALIFICATIONS OF OFFERORS**

- 6.4.01** More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that an offeror is interested in more than one proposal for the same work will cause the rejection of all proposals in which such offerors are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among the offerors and no participants in such collusion will be considered in future proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected.

**6.5.00 CORRECTIONS MADE BY OFFEROR**

- 6.5.01** Offerors are cautioned not to obliterate, erase, or strike over any printed material as set forth in this Request for Proposals . In quoting prices, wherever offeror has made an error and has corrected, any and all such corrections should be initialed by the person signing the proposal. Failure to comply with this provision may result in rejection of the proposal. All documents submitted must be legible.

## **6.6.00 EVALUATION OF QUALIFICATIONS**

- 6.6.01** In evaluating the qualifications, Clarendon County reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the offeror deemed to best serve the interests of the County; and adopt any part or all of a proposal if it is judged in the best interests of the County.
- 6.6.02** Each proposal will be evaluated on the content of the offeror's proposal, i.e., the burden of information clarification and research rests solely on each offeror's effort and will be considered a reflection of interest and efficiency.
- 6.6.03** During the review process, the review panel shall have the right to request from offerors any other information or evidence which it deems necessary for evaluation of the proposal and relevant to any one or more of the stated evaluation factors. The failure of an offeror to promptly provide requested information or evidence shall be sufficient grounds for determining whether the offeror to be non-responsive and for rejection of the proposal.
- 6.6.04** Clarendon County reserves the right to contact an offeror for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the offeror that is deemed appropriate and would assist in the evaluation.
- 6.6.05** Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of the RFP will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

## **6.7.00 EVALUATION CRITERIA**

Clarendon County intends to award contract(s) resulting from this Request for Proposal to the responsive and responsible offeror(s) whose qualifications are determined to be the most advantageous to the County taking into consideration the evaluation factors set forth herein. The County reserves the right to reject any and all proposals. Clarendon County shall be the sole judge of whether or not the qualifications meet the minimum requirements of this Request for Proposal.

Responses may be evaluated on the following criteria utilizing the score sheets included in this **RFP in Attachment 1**. The County reserves the right to interview responders of this RFP at its discretion. The County will not be responsible for any costs associated with interviews of responders.

Proposals will be reviewed and evaluated based upon the evaluation factors which are listed below in no particular order:

- Experience in commercial plumbing repairs and installation; Emergency response times.
- Experience with local governments related projects related to operating in an environment where staff and public will remain during projects;
- Past performance with Clarendon County and/or other local governmental agencies  
The ability to provide "real time" service to client and project. Real time shall be defined as providing services within a pre-determined time based on the requirements of the project.

- Familiarity with local, state and federal guidelines regarding lead based plumbing materials;
- Ability to assist the County with identifying and obtaining the proper plumbing parts, materials and processes necessary to complete commercial plumbing projects; and
- Cost of services.

#### **6.8.00 BASIS FOR AWARD**

**6.8.01** An award resulting from this request shall be awarded to the responsive and responsible offeror(s) whose qualification is determined to be most advantageous to the County, taking into consideration the evaluation factors set forth herein; the right is reserved to reject any and all proposals received and in all cases, the County will be the sole judge as to whether an offeror's qualification has or has not satisfactorily met the requirements of this RFP. The County reserves the right to select more than one contractor for these services that best serve the needs of the County.

**6.8.02** An evaluation committee will be established in order to review and evaluate all qualifications submitted in response to this Request for Proposals. The committee shall conduct a preliminary evaluation of all responsive technical proposals. Based upon this review, the cost proposals will be reviewed and scored by Procurement - based on the estimated annual cost of emergencies and repairs.

#### **6.9.00 ORAL PRESENTATIONS**

**6.9.01** Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the Procurement Office to make oral presentations to the Evaluation Committee. This committee will then conduct a final evaluation of the offerors. The Evaluation Committee shall then select the highest qualified offeror(s) (Short listing). At this time, during the proposed contract negotiations, the offeror and Procurement Office may negotiate any changes desired in the Request for Proposal if deemed in the best interest of Clarendon County. If a satisfactory proposed contract cannot be negotiated with the highest qualified offeror(s), negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified offeror and so on.

**6.9.02** Each offeror who submits a response to this Request for Proposal may be required to make an oral presentation of the submitted proposal to the County. Such presentations provide an opportunity for the offeror to clarify the proposal, to ensure mutual understanding, and will in no way change the offeror's original proposal. Subsequent travel expense by the offeror will be at the offeror's expense.

**6.9.03** Offerors are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the Procurement Director require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

#### **6.10.00 CONTRACTING**



- 6.10.01** Upon award of the proposal, this document and the successful offeror's proposal, including all correspondence, supporting documents and completed forms, shall become part of the contract. All written communications between the County and the successful offeror(s) after the proposal opening may also be incorporated into the contract.

**6.11.00 AMENDMENTS**

- 6.11.01** All amendments to and interpretations of this solicitation shall be in writing. Clarendon County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County of in writing or in this RFP should be used in preparing offeror responses. All contacts that an offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of the County and any information that may have been in any news media or in any communication facility regarding this proposal should be disregarded in preparing responses.

**6.12.00 COUNTY RESPONSIBILITY TO PROPOSAL**

- 6.12.01** This solicitation does not commit Clarendon County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the County to do so. If the proposal fails to conform to the essential requirements of the RFP, Clarendon County shall be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

**6.13.00 TERMINOLOGY**

- 6.13.01** The terminology used and the organization of the RFP are not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the offeror in these situations.

**6.14.00 PROHIBITION OF GRATUITIES**

- 6.14.01** Section 8-13-420 of the 1976 Code of Laws of South Carolina states in part as follows: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee, or such public official solicits or accepts such compensation to influence his action, vote or judgment shall be subject to the punishment as provided by Sections 16-9-210 and 16-9-220." Gratuities in any form are strictly prohibited.

**6.15.00 PROPRIETARY/CONFIDENTIAL INFORMATION**

- 6.15.01** Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after the award is made should be stated by the offeror. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

**6.15.02** All offerors must visibly mark as "Confidential" each part of their proposal which they consider containing proprietary information. **All unmarked pages will be subject to release in accordance with the guidelines set forth under section 11-35-410 of the consolidated procurement code.** Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute are:

1. Customer lists;
2. Design recommendations and identification of prospective problem areas under an RFP;
3. Design concepts, including methods and procedures;
4. Biographical data on key employees of the offeror.

**6.15.03** Evaluative documents predecisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the predecisional deliberations.

**6.15.04 MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.**

#### **6.16.00 OWNERSHIP OF MATERIAL**

**6.16.01** All proposals submitted in response to this document become the property of Clarendon County. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the County upon award of contract. Ownership of all data, material and documentation originated and prepared for Clarendon County pursuant to this contract shall belong exclusively to the County.

#### **6.17.00 DISCUSSIONS/NEGOTIATIONS**

**6.17.01** By submission of a proposal, offeror agrees that during the period following issuance of the RFP and prior to final award of contract, offeror shall not discuss this procurement with any party except the Procurement Office or other parties that may be designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using agency/department, any aspects of the procurement without prior approval of the Procurement Office.

#### **6.18.00 MINIMUM QUALIFICATIONS**

**6.18.01** Clarendon County reserves the right to determine whether offerors have the minimum qualifications to perform a contract of this type. The determination by the County concerning offeror qualifications shall be final.

- A. ***Licensed Contractor (Minimum Mechanical/Plumbing License)*** – This contractor(s) shall be responsible for planning, preparation, completion and management of all assigned plumbing projects. The contractor shall be responsible for providing firm quotes for all assigned plumbing projects. Additionally, the contractor shall be responsible for providing all Material Data Safety Sheets (MSDS) for any plumbing or supplies, which shall be used on any plumbing project.

- B. ***County Sheriff's Department Background Check*** – The employee(s) who are employed by the contractor(s) must pass a Clarendon County Sheriff's Department background check prior to any work being performed at the Clarendon County Sheriff's Department facilities.

#### **6.19.00 RIGHT TO PROTEST**

- 6.19.01** Any prospective proposer, offeror, and/or contractor, who is aggrieved in connection with the solicitation of a contract shall protest to the Procurement Director within ten (10) calendar days of the date of issuance of the Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual proposer, offeror, and/or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest to the Director of Procurement within ten (10) calendar days of the notification of award. The protest shall be in writing and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.

#### **6.20.00 WITHDRAWAL OF PROPOSALS**

- 6.20.01** An offeror may withdraw his proposal without prejudice against themselves, or company not later than the day and hour set in the advertisement for receiving the proposals. Withdrawal of the proposal shall be the sole responsibility of the offeror.

#### **6.21.00 NO CONTACT POLICY**

QUESTIONS REGARDING SPECIFICATIONS AND/OR THE SOLICITATION PROCESS: To ensure fair consideration for all vendors, the County prohibits any type of communications to or with any department, employee, or County official during the solicitation process, except as provided in the solicitation. This includes any communications initiated by a vendor to any County Official or employee evaluating or considering the response, prior to the time an award decision has been made public.

- A. Communications between the vendor and the County shall be initiated by the Procurement Department or the appropriate County representative in order to obtain necessary information or clarification needed to develop a proper and accurate evaluation of the response. Any communications initiated by a vendor concerning the submitted response shall be grounds for disqualifying the offending vendor from consideration for award of the solicitation and/or any future solicitations.
- B. It will be the sole responsibility of the proposer to contact the Procurement Department prior to submitting a response to ascertain if any amendments have been issued.
- C. Any question concerning this document, the specifications, or the solicitation process must be made in writing.

### **VII. PROPOSAL PRESENTATION**

#### **7.1.00 DELIVERY OF QUALIFICATIONS**

- 7.1.01** Offerors must complete and submit all forms included in this RFP. Failure to include all forms may result in disqualification of the offeror's proposal. Each offeror shall provide one (1) original paper version.

- 7.1.02** All proposals should be concise and clear and should convey all of the information requested by the County. Proposals should be prepared simply and economically. All proposals shall be complete and effective to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- 7.1.03** There is no intent to limit the contents of proposals. Offerors may include any information they deem pertinent in addition to that outlined below. Failure to provide all required information may result in the proposal being non-responsive. If your proposal includes any information or materials other than the information requested in the Request for Proposal, you are to include this information as a separate appendix to your proposal.
- 7.1.04** Clarendon County, SC reserves the right to reject any or all proposals in whole or in part.

## **VIII. OVERVIEW OF REQUIREMENTS**

### **8.01.00 APPENDIX**

Include in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal. Offerors may submit, as an option, any additional contractual terms and conditions which they wish to propose. Include the following offeror's materials as appendices to the proposal:

## **IX. CONTRACTUAL REQUIREMENTS**

### **9.1.00 OFFEROR RESPONSIBILITY**

- 9.1.01** The contractor shall provide all of the proposed work and services as finally agreed upon and accepted by Clarendon County. Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself/herself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

### **9.2.00 AFFIRMATIVE ACTION**

- 9.2.01** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

### **9.3.00 SC LAW CLAUSE**

- 9.3.01** Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, Clarendon County, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

#### **9.4.00 COMPLIANCE WITH LAWS**

The contractor shall keep fully informed of all existing and future state and federal Laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications for this work in relation to any such law, ordinance, regulation, order or decree, he shall report same to the Procurement Director, in writing. The contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and he shall protect and indemnify the County, its officers and agents, against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree, whether by themselves or their employees.

#### **9.5.00 INDEMNIFICATION**

- 9.5.01** The contractor and any of its subcontractors shall indemnify, defend, hold harmless and reimburse the County, their agents, officers and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever, relating to or arising out of any action or failure to act, by the contractor, its subcontractors, officers, agents and employees, or Relating to or arising out of the performance or failure to perform by the contractor, its subcontractors, officers, agents and employees of any of the obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, a taking, whether direct or indirect (inverse), loss of use and/or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs and attorney's fees for an appeal.
- 9.5.02** Clarendon County shall promptly notify the contractor of any civil or criminal actions filed against it or of any notice of violation from any federal or state agency or of any claim as soon as practical. The contractor upon receipt of such notice shall have the right at its election to defend any and all actions or suits or join in the defense. Nothing herein shall be construed to prevent the County from defending their own interest.

#### **9.6.00 EQUAL EMPLOYMENT OPPORTUNITY**

- 9.6.01** Contractor agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based upon race, sex, national origin, age, disability, or in any way violative of Title VII of 1964 Civil Rights Act and amendments or the South Carolina Human Affairs Law, except as permitted by said laws.

#### **9.7.00 SOUTH CAROLINA STATE AND LOCAL TAX LAW**

By submission of a signed proposal, you are certifying, under penalties of perjury, that you comply with Section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to Clarendon County your compliance.

#### **9.8.00 GOVERNING LAW**

The Contractor hereby agrees to subject itself to the jurisdiction and process of the courts and to the law of the State of South Carolina of all matters and disputes arising or to arise under this contract and the performance thereof, including all matters pertaining to the validity, construction, interpretation and effect of a resulting contract. In the event of any dispute between the parties hereunder, all such disputes shall be pursued in Circuit Court for the State of South Carolina, Clarendon County.

#### **9.9.00 ATTORNEY FEES**

In the event that Clarendon County is required to bring a suit or action to compel performance of or recover for any breach of any stipulation, covenant, term or condition of a resulting contract, the County may seek attorney fees from the contractor and the contractor will pay to the County such attorney fees as the court may award. Otherwise, attorney fees in connection with any suit or action hereunder will be borne by the parties experiencing said expenses.

#### **9.10.00 ASSIGNMENT AND MODIFICATION**

**9.10.01** The contract resulting from this RFP shall be binding upon the contractor, its successors, and assigns. This contract shall be binding upon the County in accordance with its terms and conditions. Contract shall not be assigned by contractor without the express written consent of the County; such consent to be within the sole discretion of the County. Any change in majority ownership or operational control of contractor shall be deemed as an assignment by operation of law and shall not be permitted except as provided for herein.

**9.10.02** No agreement to modify the formal contract shall be binding on the part of the County unless such modification is reduced to writing and executed by an authorized agent of the County.

#### **9.11.00 SUBCONTRACTING**

If any part of the work covered by this RFP is to be subcontracted, the contractor shall identify the subcontracting organization, and the contractual arrangements made therewith. All subcontractors must be approved by Clarendon County. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

#### **9.12.00 INDEMNIFICATION FOR LEGAL OR CONSULTANT SERVICES**

Any contract for legal or consultant services entered into by the County shall be in accordance with Section 11-9-105 of the 1976 Code of Laws of South Carolina, as amended, which requires completion of all services. In the event that all services are not fully rendered as provided for in the contract, any monies which have been paid by the County under the contract must be refunded to the County along with a twelve (12) percent penalty.

#### **9.13.00 DRUG-FREE WORKPLACE**

(Note: This clause applies to any resultant contract of \$50,000 or more). The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act (See Section 44-107-30). This will certify to Clarendon County of your compliance.

#### **9.14.00 PAYMENT TERMS**

Payment for services pursuant to a successful contract will be made within thirty (30) days of receipt of a detailed and correct monthly invoice unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The contractor shall provide complete cooperation during any such investigation. Invoices shall be for services rendered for the period of the first day of the month through the last day of the month.

#### **9.15.00 TERMINATION**

**9.15.01** For Cause: In the event of material breach by contractor, Clarendon County shall be given written notice specifying the material breach. The County would regard any deviation from the requirements of the contract that was neither trivial nor innocent as being material. Such deviations are evaluated on an instance-by-instance basis but any deviation which impairs the utilization or value of the property to the County would be regarded by the County as a material breach. Upon receipt of such notice, if contractor has not begun correction of the material breach within two (2) days or has not substantially corrected the material breach within ten (10) days of receipt of written notice, the County shall have the right to terminate unilaterally and immediately services hereunder without further notice. Clarendon County reserves the right to purchase any and all services or other items thereafter in the open market, charging the contractor with any additional costs. Should such charge be assessed, no subsequent proposals or proposals of the defaulting contractor will be considered until the assessed charge has been satisfied. Additionally, the County shall have a similar right of rescission in any instance where contractor provides or seeks to provide any services for a price higher than that specified herein, without regard to cause, including governmental regulatory intervention and insistence. In the event of rescission, revocation or termination, all documents and other materials in the possession of Clarendon County or scheduled for delivery to the County relating to performance hereunder shall become the property of the County. Clarendon County's failure to exercise their rights to terminate under this provision shall not be construed as a waiver of their rights to terminate, rescind or revoke the services herein in the event of any subsequent breach.

**9.15.02** Non-Appropriation: If the Clarendon 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 contract, reduce the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County.

**9.15.03** Termination for Convenience: The County, by written notice, may terminate this contract as a whole or in part, when it is in the best interest of the County

#### **9.16.00 ILLEGAL IMMIGRATION & PUBLIC CONTRACTS**

**9.16.01** In accordance with the South Carolina Illegal Immigration Reform Act, 2008, Act No. 280. Section 3 of this Act added to Chapter 14 to Title 8 of the South Carolina Code of Laws prohibits covered persons from entering into covered contracts unless the contractor agrees either (a) to verify all new employees through the federal work authorization program [and requires the same from subcontractors and sub-sub-subcontractors] or (b) to employ only qualifying workers. Effectively, the Act also requires contractors to agree to provide any documentation required to establish either (a) that the Act does or does not apply to the

contractor, subcontractor, or sub-subcontractor; or (b) that the contractor, and any subcontractor or sub-subcontractor, are in compliance with Section 3 of the Act.”

## **X. SPECIAL PROVISIONS**

### **10.1.00 CHANGES**

**10.1.01** Clarendon County has the right to add or delete services within scope at a later date.

**10.1.02** No services for which an additional cost or fee will be charged by the contractor will be furnished without the prior written authorization of the County.

**10.1.03** The amount and types of insurance required should be commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the contractor shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

### **10.2.00 INSURANCE**

#### **10.2.01 SCHEDULE**

#### **LIMIT**

##### **WORKERS COMPENSATION**

Statutory

As required by the State of South Carolina.

##### **COMPREHENSIVE GENERAL LIABILITY**

Premises Operations

\$1,000,000 (per occurrence)

Single Limit

Contractual Liability

Independent Contractors

Personal Injury

Products - Completed Operations

##### **PROFESSIONAL LIABILITY**

\$1,000,000/\$2,000,000 (per occurrence)

##### **AUTOMOBILE LIABILITY**

All Owned, Non-Owned, and Hired

\$600,000 Combined (per occurrence or tort claim liability, whichever is greater)

**10.2.02** The contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the County. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to Clarendon County. Clarendon County, its officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contract; products and completed operations of the contractor; 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 Clarendon County, its officials, employees or volunteers. To accomplish this objective, Clarendon County shall be named as an additional insured under the contractor's insurance as outlined above.



**10.2.03** The contractor shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

**10.2.04** Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, and contingent or on another basis.

**10.2.05** Each insurance required by Clarendon County shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Clarendon County.

**10.2.06** The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

**10.2.07** All certificates and endorsements must be received and approved by Clarendon County within ten (10) days after notification of award.

**10.2.08** The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies, and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess".

#### **10.3.00 SOCIAL SECURITY**

The contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liabilities for the payment of any and all contributions or taxes for Social Security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other compensation paid to persons employed by the contractor or work performed under the terms of this award and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by duly authorized state and federal officials; and said contractor also agrees to indemnify and save harmless the County from any such contributions of taxes or liability hereof.

#### **10.4.00 WORKER'S COMPENSATION COVERAGE**

The contractor shall comply with the State law known as the Worker's Compensation Act. The contractor shall maintain such insurance as will protect both contractor and the County from claims under Worker's Compensation Acts and from any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations are by the contractor or anyone directly or indirectly employed in the work.

## ATTACHMENT 1. SAMPLE SCORE SHEET

### COMMERCIAL PLUMBING REPAIR/INSTALLATION SERVICES (ON-CALL, TERM CONTRACT)

SOLICITATION RFP 2024 - 021

VENDOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**The following criteria will be used to evaluate Proposals:**

1. Pricing and cost for miscellaneous repairs – see attached schedule.	<b>0-40</b>
2. Previous performance/experience on Clarendon County contracts and/or similar jurisdictions and associated work/statement describing the contractor's abilities.	<b>0-25</b>
3. Personnel experience and qualifications in managing and completing commercial plumbing projects. Demonstrated abilities to meet expected project schedules and emergency repair requirements.	<b>0-25</b>
4. References	<b>0-10</b>
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

Once the ranking process is complete, contract negotiations will begin with highest ranked firm. If County is unable to negotiate a satisfactory contract/fee with the top ranking firm, negotiations will be terminated and will commence with the next highest ranked firm and so forth, until a satisfactory contract can be negotiated. Clarendon County reserves the right to interview all or any of the responding firms to this solicitation. Clarendon County anticipates making an award to successful firm(s) in a timely manner. All respondents will be notified in writing of the final selection.

**PRICING SCHEDULE**

**ON-CALL SERVICE FEE:**

Monthly charges (if applicable)

\$ \_\_\_\_\_

**Standard hourly labor rate**

Plumber

\$ \_\_\_\_\_

Plumber + helper

\$ \_\_\_\_\_

**After Hours hourly labor rate**

Plumber

\$ \_\_\_\_\_

Plumber + helper

\$ \_\_\_\_\_

**Emergency hourly labor rate**

Plumber

\$ \_\_\_\_\_

Plumber + helper

\$ \_\_\_\_\_

**Estimated Annual Repairs**

2 each      Sewer Line Clog work      @ \$ \_\_\_\_\_      \$ \_\_\_\_\_

70 each      New Water Service Installations @ \$ \_\_\_\_\_      \$ \_\_\_\_\_  
(County meter provided)

After Hour Emergency Calls (Estimated)

5 each      2" Water Main Repairs      @ \$ \_\_\_\_\_      \$ \_\_\_\_\_

15 each      3"-4" Water Main Repairs      @\$ \_\_\_\_\_      \$ \_\_\_\_\_

3 each      6" Water Main Repairs      @\$ \_\_\_\_\_      \$ \_\_\_\_\_

**Annual estimates Repairs \$ \_\_\_\_\_**

**VENDOR NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## REFERENCES

Provide listing of **at least** three (3) current customers or customers at which the offeror has or has had a valid contract for similar services, **size and scope** at any time during the past (12) month period immediately preceding date of this request. Include the following information for each customer.

### References:

1. Company Name/Individual Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
2. Company Name/Individual Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
3. Company Name/Individual Name: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal 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 of this proposal and certify that I am authorized to sign this proposal. **By submission of a signed proposal, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.** I further certify that this proposal is good for a period of sixty (60) days, unless otherwise stated.

\_\_\_\_\_  
Company Name as registered with the IRS

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

CLARENDON COUNTY VENDOR NUMBER \_\_\_\_\_

**IF VENDOR NUMBER IS NOT SUPPLIED, THE BELOW SECTION MUST BE COMPLETED.**

\_\_\_\_\_  
Remittance Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Toll-Free Number if available

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
SC Sales Tax Number

\_\_\_\_\_  
Option: Other commodities/services provided by your company.