

COLLETON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of SC	MAIL TO: Finance-Purchasing ATTN: Kaye B Syfrett PO Box 157 Walterboro, SC 29488	
SEALED BEST VALUE BID	HAND CARRY TO: Purchasing Office, Room 208 Harrelson Building, 31 Klein Street Walterboro, South Carolina 29488	
Mandatory Pre-bid Meeting will be held at Planning & Development Office, Room 300, Harrelson Building, 31 Klein Street, 10:00AM, Wednesday, August 28, 2013	TELEPHONE NO. (843) 782-0504	
Bids will be accepted until 11:00AM, Thursday, September 12, 2013	BID NUMBER: PD-16 Professional Services for Colleton County Dept of Planning and Development	

Colleton County, South Carolina (the "County") requests bids for professional services for the collection of spatial and attribute data on the County's network of currently maintained (public) roads. The network comprises of 350 miles of unpaved and 35 miles of paved roads. The purpose of the project is the development of a detailed road inventory for use in improving the overall management and maintenance of the County's transportation system assets. The data collection methodology will require an on-site presence along each road using a combination of GPS spatial technology and traditional field measurements.

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Bids must be submitted in a sealed package marked on the outside with the Offeror's name, address, and the solicitation name and number.

This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of bids submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.

Questions regarding this solicitation must be emailed to **Philip Slayter, Colleton County Planning and Development Director** at pslayter@colletoncounty.org **no later than 11:00 a.m. on Friday, September 6, 2013**. Answers to all questions will be posted on the County website as addendums to this invitation for bid.

INSTRUCTIONS TO BIDDERS

1. Submittal must include one (1) original bid clearly marked as original, and two (2) complete copies of the bid package. Responses must be in a sealed envelope. For identification purposes, all containers/packages must contain the solicitation name and number, as well as the Offer's company name and contact information. Individual signing the response must be an Agent legally authorized to bind the company.
2. Show solicitation number on the outside of mailing package. Colleton County assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the Offeror's sole responsibility to insure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. Offeror must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Colleton County reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the County or its agents for its determination in this regard.
5. RESPONSE FORM: All responses shall be printed in ink or typewritten. When required, additional pages may be attached.
6. Offeror WILL NOT be allowed to offer more than one (1) price for all services provided.

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

TERMS AND CONDITIONS

1. **COMPETITION:** This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Division in writing no later than five (5) business days prior to the scheduled due date and time.
2. **BID WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Director.

- 3. REJECTION:** Colleton County reserves the right to reject any and all bids, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.
- 4. WAIVER:** The County reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
- 5. RESPONSE PERIOD:** All responses shall be good for a minimum period of 60 calendar days.
- 6. DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
- 7. DEFAULT:** In case of default by the Offeror, the County reserves the right to purchase any or all items in default in the open market, charging the Offeror with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Offeror will be considered in future bids until the assessed charge has been satisfied.
- 8. NON-APPROPRIATION / SUBSTITUTION PERMITTED:** If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.
- 9. INDEMNIFICATION:** Except for expenses or liabilities arising from the negligence of the County, the Offeror hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:
- 10. FORCE MAJEURE:** The Offeror shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Offeror. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure

to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the Offeror and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

11. ARBITRATION: Under no circumstances and with no exception will Colleton County act as arbitrator between the Offeror and any subcontractor.

12. ASSIGNMENT: The Offeror shall not assign in whole or in part any agreement resulting from this Request for Bids without the prior written consent of the County.

The Offeror shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.

13. CONTRACT ADMINISTRATION: Questions or problems arising after award of an agreement shall be directed to the Dennis E. Averkin, Procurement Director by calling (843) 549-5221. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Procurement Office, 31 Klein Street, Room 215, Walterboro, SC 29488.

14. INSURANCE REQUIREMENTS: (a) Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage. (b) Comprehensive General Liability Insurance including but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein. (c) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

SPECIFICATIONS FOR PROFESSIONAL SERVICES

The following data elements are to be collected for each Colleton County road.

Road Length: For each road, a GPS data point is to be obtained at the origin and terminus points by road segment which is county-maintained.

Intersections: At each intersection with a public or private road, a GPS data point is to be obtained at the point of intersection along the centerline of the intersecting road.

Lane Width: For each road, a width measurement is to be collected at points where there is a change in the travel lane width of more than 5 feet, beginning at the road origin to its terminus.

Ditch Location and Depth: For each road, the presence (left, right or both roadsides), distance (GPS point data) and depth is to be collected using prescribed criteria provided by the County.

Surface Condition: For each road, the surface type and condition is to be recorded using prescribed criteria provided by the County.

Shoulders: For each road, the presence (left, right or both roadsides), distance (GPS point data) and condition (criteria provided) is to be recorded.

Pipe Crossings and Bridges: For each road, the location of each road pipe and bridge is to be recorded (GPS data point) and for pipes noted by direction and size (criteria provided). This is to include driveway pipes.

OPTIONAL DATA ELEMENT (Separate cost estimate to be provided for this element)

Signage and Speed Limits: For each road, a GPS data point is to be obtained for the location of all "Stop", "Yield" and "Speed Limit" signs. The sign face direction should be noted. The actual speed limit by segment should also be captured.

Other Specifications

Data Accuracy and Format: All GPS data will be provided to the County using the State Plane Coordinate System and maintain an accuracy of 3 to 5 feet to the actual location of the measurement.

Acceptance of Data: The County will review and approve all deliverables prior to payment of any invoice for work submitted. Partial submissions are acceptable during the contract period to facilitate completion of the project.

Deliverables: All data is to be provided in a digital format based on commonly accepted industry standards. All spatial data should reference the South Carolina State Plane Coordinate System (NAD 83, international feet), and be delivered in a shape file or file geo-database format.

Project Schedule: Upon issuance of a signed contract the consultant shall have **4 months to complete** and obtain approval for the work by the County.

Liquidated Damages: Should the Consultant neglect or refuse to achieve substantial completion on or before the day as agreed in the Project schedule, they shall pay the owner liquated damages in the amount of: **\$75.00 a day** for each and every day that the work is not finally complete.



BID BREAKDOWN SHEET

PD-16 Professional Services for Colleton County Dept of Planning and Development

Please provide the following information.

TOTAL BID \$ _____

TOTAL BID FOR OPTIONAL DATA \$ _____

*****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*****



Colleton County Procurement Office

Bid: PD-16

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify 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. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

MINORITY BUSINESS: Are you a minority business?

▶ **Yes** ___ (___ Women-owned / ___ Disadvantaged) If yes, please submit a copy of your certificate with your response.

▶ **No** ___

_____	_____
Mailing Address	Printed Name
_____	_____
City, State, Zip	Title
_____	_____ / _____
Date	Telephone Number Fax Number

REMITTANCE ADDRESS

_____	_____
Company Name Signature (As registered with the IRS)	Authorized
_____	_____
Address	E-Mail Address
_____	_____
City, State, Zip	Fax Number
_____	_____
Telephone Number	Toll-Free Number if available
_____	_____
Federal Tax ID Number	SC Sales Tax Number