



Colleton County

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

BID: CC-04 DEMOLITION OF OLD HENDERSONVILLE SCHOOL

Date:	June 27, 2013
Solicitation Number:	CC-04
Closing Date/Time:	Tuesday, July 23, 2013 at 11:30a.m.
Location:	31 Klein St., Room 208, Walterboro SC 29488
Procurement:	Demolition of Old Hendersonville School

Colleton County, South Carolina (the "**County**") requests proposals from qualified and eligible Offerors interested in providing demolition, asbestos removal and land restoration services for the removal of an abandoned building located at 713 Black Creek Road, Walterboro, SC 29488. Bids will be required to include the demolition, asbestos removal and site restoration in a lump sum bid. **An asbestos survey HAS ALREADY BEEN COMPLETED** and is included as an annex to this request for bid. Once the asbestos has been safely removed from the site and transported to an SC DHEC-approved asbestos disposal facility, all demolition materials shall be transported to the Colleton County C&D landfill, weighed and disposed of at no cost to bidder. Bid shall be awarded on the low qualified bidder to achieve the desired outcome.

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 **Dennis E. Averkin, Procurement Director** at daverkin@colletoncounty.org no later than 11:00 a.m. on Thursday, July 18, 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 a letter of interest, one (1) original bid clearly marked as original, and three (3) 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. **BIDDERS QUALIFICATION:** The County reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Offerors ability to provide said services.
3. **PROPOSAL WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Director.

- 4. REJECTION:** Colleton County reserves the right to reject any and all bids, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.
- 5. WAIVER:** The County reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
- 6. RESPONSE PERIOD:** All responses shall be good for a minimum period of 40 calendar days.
- 7. DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
- 8. AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Director of Colleton County.
- 9. DEFAULT:** In case of default by the Offeror, the County reserves the right to purchase any or all items in default in the open market, charging the Offeror with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Offeror will be considered in future bids until the assessed charge has been satisfied.
- 10. NON-APPROPRIATION / SUBSTITUTION PERMITTED:** If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.
- 11. INDEMNIFICATION:** Except for expenses or liabilities arising from the negligence of the County, the Offeror hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:
- Offeror expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Offeror, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Offeror's employees and any person, directly or indirectly employed by Offeror (including without limitation any employee of any subcontractor), the County's employees,

the employees of any other independent contractor, or occurring to any member of the public. When the County submits notice, Offeror shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Offeror's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder.

Additionally the County will not provide indemnity to the successful bidder. Failure to comply with this section may result in your bid to be deemed non-responsive.

12. FORCE MAJEURE: The Offeror shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Offeror. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the Offeror and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

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

14. PUBLICITY RELEASES: Offeror agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Offeror shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the County, type and duration of any resulting agreement may be used and then only with prior approval of the County. The Offeror also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Director.

15. GOVERNING LAWS: Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.

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

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

17. AFFIRMATIVE ACTION: The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

18. CONTRACT AWARD:

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

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.

B. The successful Offeror shall be required to execute a formal agreement with the County's Procurement Office **within five (5) business days after issuance of the Notice of Award.**

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

All bids sent by mail should be sent certified mail to ensure delivery.

GENERAL PROVISIONS

1. **SCOPE:** The County (Lessee) proposes to establish an agreement with a properly licensed (per SC LLR) and eligible demolition contractor to provide demolition and land restoration services of the old Hendersonville School as prescribed herein. The agreement shall be between the Lessee and the successful Offeror (Lessor).

2. **BIDDER INVESTIGATIONS:** Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by Colleton County upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

3. **EXPENSES INCURRED IN PREPARING BID:** Colleton County accepts no responsibility for any expenses incurred by an Offeror in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

4. **FAILURE TO DELIVER:** In the event of failure of the contractor to deliver the services in accordance with the contract terms and conditions, Colleton County may procure the services from the next lowest bidder and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Colleton County for a maximum of three (3) years. These remedies shall be in addition to any other remedies that Colleton County may have available including (and not limited to) mitigated damages in the amount of \$250/per day.

5. **FAIR LABOR STANDARDS:** By submission of a bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor and safety standards as defined in applicable in Local, State and Federal regulations.

6. **IDENTICAL BIDS:** Identical bids or bids which appear otherwise suspicious will be reported to the County Attorney for investigation.

7. INDEMNIFICATION: In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00) the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend and hold harmless Colleton County and its agents and employees from and against all liabilities, claims, damages, losses and expenses including attorney's fees, arising out of or resulting from the performance of the work provided that any such liability, claim, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the contractor and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of Colleton County. In any and all claims against Colleton County or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts. The parties agree that the indemnity provided herein bears a reasonable commercial relationship to the Agreement and is incorporated by this reference into the Project specifications and bid documents, if any.

The Contractor hereby indemnifies and holds harmless the Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.

8. INDEPENDENT CONTRACTOR: The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Colleton County; and Colleton County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. Colleton County shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Colleton County shall not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by Colleton County for its employees.

9. INFORMALITIES AND IRREGULARITIES: Colleton County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for Colleton County to properly evaluate the bid, the Colleton County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Colleton County reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Colleton County.

10. LIMITATION OF COST: The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

11. NON-APPROPRIATION: All funds for payment by Colleton County under this contract are subject to the availability of an annual appropriation for this purpose by Colleton County. In the event of non-appropriation of funds by Colleton County Council for the services provided under the contract, Colleton County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event

occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect, and Colleton County shall not be obligated under this contract beyond the date of termination.

12. **NON-DISCRIMINATION:** By submission of bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin, as outlined in applicable State and Federal regulations.

13. **RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to Colleton County, the same amount may be deducted from any sum due the contractor under the contract or under any other contract between the contractor and Colleton County. The rights of Colleton County are in addition and without prejudice to any other right Colleton County may have to claim the amount of any loss or damage suffered by Colleton County on account of the acts or omissions of the contractor.

14. **RIGHT TO AUDIT:** By award and acceptance of contract, contractor agrees to maintain such financial records and other records as they relate to the purchase of goods and/or services by Colleton County from the subject Contractor. **The contractor shall retain these records for a period of three (3) years after final payment,** or until they are audited by Colleton County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Colleton County, its designees, or other authorized bodies.

15. **UNSATISFACTORY WORK:** If, at any time during the contract term, the service performed or work done by the contractor is considered by Colleton County to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Colleton County, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Colleton County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor.

SPECIAL PROVISIONS

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting there from.

1. **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.

Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to Colleton County by certified mail to: Colleton County Procurement Department, P.O. Box 157, 31 Klein Street, Walterboro, SC 29488. The contractor shall also notify the county, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.

- Companies issuing the insurance policy, or policies, shall have no recourse against Colleton County for payment of premiums or assessments for any deductibles - all deductibles are at the sole responsibility and risk of the contractor.
- The term "County" or "Colleton County" shall include all Boards, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Colleton County.
- Colleton County shall be endorsed to the required policy or policies as an additional named insured.
- Contractor hereby waives subrogation rights against Colleton County for loss or damage covered by insurance provided hereunder, and all such policies shall be deemed to contain such waiver.

DEMOLITION, CLEARING AND RESTORATION OF LAND SPECIFICATIONS

1. SCOPE OF SERVICES: The contractor will be responsible for demolishing the blighted structure, clearing the property of all debris, removal of all environmentally-hazardous material (asbestos) in accordance with SC DHEC guidelines and using an approved engineer, and land restoration to a natural state, as provided for in the job description.

2. GENERAL REQUIREMENTS: The contractor shall furnish all of the necessary labor, material, and equipment to perform all demolition and clearance described in the specifications.

a. The contractor shall perform demolitions in a manner that provides appropriate consideration for any potential adverse health impacts to the public. All work shall be completed using quality workmanship and in strict compliance with all building codes, the National Emission Standards for Hazardous Air Pollutants (NESHAP), the Occupational Safety and Health Administration (OSHA), and all other applicable laws.

b. All work shall be performed by individuals and entities duly licensed and authorized by South Carolina law to perform the said work. The contractor shall provide verifiable proof of South Carolina Contractor's License prior to the award of the contract. In addition, the contractor will obtain all necessary permits through the County Planning & Development Office located at 31 Klein St., Walterboro, SC 29488.

c. The contractor shall submit certificates that he/she is adequately insured and will remain insured throughout the contract period for property damage, liability, workers' compensation, and other loss or injury incurred as a result of the act of the contractor or his employees.

d. The contractor shall obtain and bear the expense for all permits necessary for the work to be performed.

e. Demolition and/or clearance work having commenced shall be pursued diligently without unreasonable interruption with due regard to public safety.

3. JOB DESCRIPTION: Provide all demolition and clearance necessary to completely clear a property and legally dispose of related debris as follows:

a. All structure(s) made of wood frame, block, metal/steel, aluminum, and other building materials are to be level with the ground surface. Slab, sidewalk, and driveways are to be removed from the subject lot. Structures may include, but not be limited to, residential structures, commercial buildings, accessory structures and mobile homes. Including an asbestos survey (already performed by the County and is attached as an annex) and removal, as required. Contractor will arrange for removal and transportation of asbestos to a SC DHEC-approved disposal facility.

b. All appliances, air conditioners, well houses, etc.

c. All man-made materials, trash/garbage and debris.

d. Small trees smaller than 12 feet caliper, tree stump(s), brush, landscaping, around structure is to be removed.

e. Septic tanks shall be pumped and demolished according to the requirements SC DHEC. This will require a State-licensed plumber or certified septic tank contractor to provide application to SC DHEC for a Septic Tank Abandonment Permit.

f. Water and/or sewer lines shall be properly capped, and power poles shall be properly removed from the site. Contact all local utilities prior to start.

g. Footers and foundations shall be removed to 2 feet below grade. Other below-grade areas such as basements are to be prepared and filled such that drainage is provided.

h. The contractor shall fill and final grade the site to eliminate any depressions and/or holes on the property.

i. The site shall be finish graded for proper drainage and to allow mowing of the entire lot.

j. Work on the property listed on the Colleton County BID CC-04 is to be completed within thirty (30) days of Contractor's receipt of notice to proceed with demolition on individual property(ies) identified in the Notice to Proceed. If additional time is required for any reason, including weather delays, delays by the community, the State, or FEMA, the contractor must provide a written request for the extension which must be approved in writing by the Colleton County Procurement Office.

4. JOB CONDITIONS: Prior to a Notice to Proceed, a Colleton County engineering representative will coordinate the project and staging areas with the contractor. The contractor shall carefully inspect the site to

verify that the intended work may commence in a safe environment in strict accordance with all pertinent codes and regulations.

a. Colleton County assumes no responsibility for the actual condition of structures/items to be demolished.

b. The contractor shall be responsible for all facilities or components of existing construction, which are to remain, unaltered in the area where demolition and/or clearance is to be performed. In the event of damage to existing facilities or construction, the contractor shall restore, repair, or replace all items damaged as a result of his work with components and finishes to match the existing before damage, at the contractor's expense.

c. All fill needed to complete the projects shall be included in the **Lump Sum Total. No additional fill charges will be accepted.**

d. The Contractor is to be responsible for the maintenance of safe traffic flow during the project's time line at the site.

e. Contractor will provide porta-let(s) at the site for all personnel and sub-contractors.

f. Contractor is responsible to view all sites prior to submitting the bid. **No changes to the Lump Sum Total for the site will be allowed after bid submittal.**

SUBMITTALS

- A. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment 1)
- B. Bid Form
- C. Insurance Certificates with coverage limits as prescribed.
- D. Proof of S.C. Licensing (Attachment 2)
- E. Certificate of Familiarity
- F. Completed IRS Form W9
- G. Offeror shall provide sealed bids in writing. Bids must be delivered to the County on or before 11:30 A.M. on Tuesday, July 23th, 2013 to: Colleton County Government, Procurement Office, Room 208, 31 Klein Street, Walterboro SC 29488

The County anticipates awarding the financing to the qualified bidder offering the lowest bid for the total Project. Any and all Bids to this Invitation for Bid (IFB) may be rejected by the County. Should any bid not conform to the terms and conditions in this IFB, the bid shall be subject to rejection as non-responsive. The right to permit the offeror to withdraw nonconforming terms and conditions from its bid prior to a determination by the County is hereby reserved. Further, the County has the right to waive minor defects or variations from the exact requirements of the specifications in a bid which do not affect the quality or schedule of the services being procured. If insufficient information is submitted in order properly to evaluate the bid by an offeror, the County shall have the right to require such additional information as it may deem necessary after the bid time and date, provided that the information requested does not change the quality or schedule of the services being procured.

On behalf of Colleton County, I thank you for your time and consideration to respond to this Invitation for Bid.



Dennis E. Averkin
Procurement Director
Colleton County SC
daverkin@colletoncounty.org
843-549-5221 ext. 1236

Attachment 1



Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor Covered Transactions:

1. The prospective contractor _____ certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
2. Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Contractor Recipient's Name

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date (MM/DD/YYYY)

Attachment 2



Proof of S.C. Licensing

State Registered In: _____ Year: _____

Contractor's License Number: _____

Sole Proprietorship: Owner: _____

Other: _____

Telephone: _____

Facsimile: _____

Address: _____

Date: _____, 2013

Attach Photocopy of Current State License



CC-04 BID FORM

Closing Date/Time: **Tuesday, July 23, 2013 at 11:30 am**
Location: **31 Klein St., Room 208, Walterboro, SC 29488**

Property Address	Parcel ID	Bid
713 Black Creek Road Hendersonville SC 29488	233-00-00- 005.000	\$ _____
Total Bid		\$ _____

We offer to provide Colleton County, SC, the above service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days.

MUST BE SIGNED BY AN OFFICER OF THE FIRM OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM.

(Signature of Bidder—Ink)

(Printed Name and Title)

(Business Name)

Receipt of Addendum No. _____ through No. _____ is acknowledged.

Business Name: _____

(The Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name): _____

Business Organization (Corporation, LLC, Sole Proprietorship, etc.): _____

Federal TAX ID Number: _____

Corporation:

*****NOTE:** Insurance Certificates must be returned with proposal response.



Colleton County Procurement Office

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



Bid: CC-04

Closing Date/Time: Tuesday, July 23, 2013 at 11:30a.m.
Procurement: Demolition of Old Hendersonville School

"NO RESPONSE" FORM

To submit a **"No Response"** for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list.

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).

- ☐ Specifications are restrictive
- ☐ Specifications are ambiguous (specify below in Comments section)
- ☐ We are unable to meet specifications
- ☐ We are unable to meet lease requirements
- ☐ We are unable to meet insurance requirements
- ☐ We do not offer this product or service
- ☐ Remove us from your vendor list for this commodity/service
- ☐ Other (specify below in the Comments section)

Comments: _____

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone

/_____
Fax