



**Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.782.0504**

BID: DB-08

**COLLETON COUNTY COMMERCE CENTER
LOT 3 - GRADING**

Due: Thursday, April 23, 2020 @ 11:00am

EMAIL YOUR RESPONSE TO:

Kaye B. Syfrett, Procurement Manager at ksyfrett@colletoncounty.org

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A. OVERVIEW

Colleton County, South Carolina (the "**County**") requests bids from qualified contractors for the chipping of previously cleared and wind-rowed vegetative debris and site grading at Colleton County Commerce Center, Walterboro, SC.

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 Contractor'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 its entirety offers received because of this request is deemed to be in the best interest of the County to do so.

Questions regarding this solicitation must be submitted via email to **Carla Harvey, County Engineer at charvey@colletoncounty.org** no later than **11:00 am on Thursday, April 16, 2020**. Answers to all questions will be posted on the County website as addendums to this bid.

B. SCOPE OF SERVICES

The project consists of grinding/chipping of existing wind-rowed vegetative debris from the clearing of an approximately 35-acre site known as Lot 3 in Colleton County Commerce Center. The chipped material shall be left on-site and used as alternate fill material.

Also included in this project is site filling, grading of the entire Lot 3 area and ditching along the roadsides to achieve positive drainage of the site to the onsite retention pond. Upon grading completion, the project will then be seeded by the contractor to meet SCDHEC/OCRM standards for permanent cover. **The designated wetlands area shall not be encroached upon.** No additional runoff can be directed toward the wetlands area.

Fill material brought into the site should be clean material. No specific compaction testing will be performed. The material should be compacted well enough so that erosion runoff is not an issue.

Positive drainage grade elevations shall be established by the contractor. Coordination with the County Engineer on this aspect is required.

This contract is a unit price contract. Quantities and distances provided are estimates only. It is the responsibility of the bidder to take all measurements to determine the quantities needed to meet the scope of services listed.

The contractor will have 150 days to complete the project from the issuance of Notice to Proceed.

C. INSTRUCTIONS TO CONTRACTOR

1. The submittal must include **one (1) original BID** response marked as original along with a completed **W-9 form**. The individual signing the response must be an Agent legally authorized to bind the company. To be considered responsive, responders must use the Bid Form included in the specifications.

2. All bids are due by **11:00 am on Thursday, April 23, 2020**. Responses must be submitted via email to Kaye B. Syfrett, Procurement Manager at ksyfrett@colletoncounty.org.
3. It is the contractor's sole responsibility to ensure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. The contractor must 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. If required, additional pages may be attached. Bids written in pencil will be disqualified.
6. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received via email until the stated date and time. Responses received after the scheduled due date and time will be rejected. Bids must be submitted via email to Kaye B. Syfrett, Procurement Manager at ksyfrett@colletoncounty.org.
7. This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of BID 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 is deemed to be in the best interest of the County to do so.

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

D. SELECTION CRITERIA

It is the intent of Colleton County to award one contract to the lowest responsive, responsible bidder based on the total bid submitted on the Bid Form with final approval by County Council. Colleton County reserves the right to reject any or all bids, and to award a most advantageous contract, and in the best interest of the County and its partners.

E. SPECIFIC 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 Office in writing no later than five (5) business days before the scheduled due date and time.
2. **RESPONDENTS QUALIFICATION:** The County reserves the right to request satisfactory evidence of their ability to furnish services per the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Contractor's ability to provide said services.

3. RESPONSE WITHDRAWAL: Any responses may be withdrawn before the established closing date and time, but not thereafter with proper approval from the Procurement Manager.
4. REJECTION: Colleton County reserves the right to reject any 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 Instructions to Contractor, 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 90 calendar days.
7. DEVIATIONS FROM SPECIFICATIONS: Any deviation from specifications indicated herein must be pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful contractor will be held responsible, therefore. Deviations must be explained in detail on a 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 Manager of Colleton County.
9. DEBARMENT: By submitting a bid, the contractor is certifying that they are not currently debarred from responding to any request for bids by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency or subdivision of the State of South Carolina or the United States Federal Government.
10. DEFAULT: In case of default by the Contractor, the County reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Contractor will be considered in future BID's until the assessed charge has been satisfied.
11. HOLD HARMLESS: All respondents to this BID shall indemnify and hold harmless Colleton County Government and any of their officers and employees from all suits and claims alleged to be a result of this request for bids. The issuance of this request of bids constitutes only an invitation to present a bid. Colleton County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for bids. Colleton County also reserves the right to seek clarifications, to negotiate with any firm submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
12. CANCELLATION: If this request for bids is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred in connection with this request for bids or otherwise.
13. COLLETON COUNTY PURCHASING ORDINANCE: The Request of Bids is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this BID in their entirety except as amended or superseded within. This ordinance can be found at <https://www.municode.com/library/sc/colletoncounty/codes/codeofordinances> under Title 3 - Revenue and Finance.

14. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request of bids shall be just cause for rejection. However, Colleton County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
15. CONTRACT AWARD:
 - a. This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Contractor 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 contractor shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.
16. CONTRACT ADMINISTRATION: Questions or problems arising after award of an agreement shall be directed to the Procurement Manager by calling (843) 782-0504. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Purchasing Department, 113 Mable T. Willis Blvd, Walterboro, SC 29488.

F. GENERAL CONTRACTUAL REQUIREMENTS

1. ABANDONMENT OR DELAY: If the work to be done under this contract shall be abandoned or delayed by the Contractor, or if at any time the County shall believe and shall so certify in writing that work has been abandoned or delayed by the Contractor, the County may annul the contract or any part thereof if the Contractor fails to resolve the matter within thirty (30) days of written notice.
2. CONTRACTOR'S COOPERATION: The Contractor shall maintain regular communications with the Project Manager and shall actively cooperate in all matters of this contract.
3. RESPONSIBILITY: The Contractor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations in any manner affecting the contract.
4. 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.
5. INDEMNIFICATION: Except for expenses or liabilities arising from the negligence of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against 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:

The Contractor 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, contractor, or corporation directly or indirectly employed by the Contractor, 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 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 Contractor's employees and any person, directly or indirectly employed by the Firm (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, the Firm shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Contractor'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 FIRM. Failure to comply with this section may result in your request for proposal to be deemed non-responsive.

6. **FORCE MAJEURE:** The Contractor 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 Contractor. 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 Contractor 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.
7. **ARBITRATION:** Under no circumstances and with no exception will Colleton County act as arbitrator between the Contractor and any sub-contractor.
8. **PUBLICITY RELEASES:** The Contractor agrees not to refer to the 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 Contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. Concerning 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 Contractor 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 Manager.
9. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.

10. ASSIGNMENT: The Contractor 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 Contractor shall not assign any money due or to become due to him under the said agreement without the prior written consent of the County.
11. AFFIRMATIVE ACTION: The successful Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination because of race, color, religion, sex, national origin or physical handicap.
12. FAILURE TO DELIVER GOODS IN ACCORDANCE WITH TERMS & CONDITIONS: In case of failure to deliver goods per the contract terms and conditions, Colleton County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.
13. TERMINATION OF CONTRACT:
 1. Subject to the provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the Contractor.
 - a. Termination for Convenience: If this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.
 - b. Termination for Cause: Termination by the County for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for bids shall apply.
 - c. The County shall be obligated to reimburse the Contractor only for those services rendered before the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
 2. Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Contractor, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.
14. BONDS: Payment and Performance Bonds are not required for this BID.
15. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County according to this contract shall belong exclusively to the County.
16. INSURANCE: Colleton County will require the following remain in force at all times through the life of the contract:

Professional Liability Insurance – Minimum \$2,000,000.00 - Proof of in-force insurance must be provided in the response to the RFP

Other insurances:

Workers' Compensation - \$100,000 – each accident
Statutory Coverage and Employer's - \$100,000 each employee
Liability - \$500,000 – policy limit

Comprehensive General Liability - \$2,000,000 – bodily injury each occurrence
\$2,000,000 – bodily injury aggregate
\$2,000,000 – property damage each occurrence
\$2,000,000 – property damage aggregate
Products – Completed Operations - \$1,000,000 – aggregate
Business Auto Liability – Same as Comprehensive General Liability
Excess or Umbrella Liability - \$2,000,000

Colleton County will be named as an "additional insured" party

G. SPECIAL PROVISIONS

Payment for Services: In place of Bonds, this project will consist of two (2) payment milestones. The first milestone is when all material has been chipped and dispersed onto the property. The first payment will include a 10% retainage. The second payment will be at completion and acceptance of the final project. **No other payments will be approved.**

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H. FORMS



BID: DB-08
COLLETON COUNTY COMMERCE CENTER – LOT 3 GRADING
ADDENDA ACKNOWLEDGMENT

The contractor has examined and carefully studied the Request for Bid and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative/Signature

Date

Authorized Representative/Title (Print)

The Contractor must acknowledge any issued addenda. Bids that fail to acknowledge the contractor's receipt of any addendum will result in the rejection of the offer if the addendum contained information that substantively changes the Owner's requirements or pricing.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



BID: DB-08

**COLLETON COUNTY COMMERCE CENTER – LOT 3 GRADING
INDEMNIFICATION**

The contractor will indemnify and hold harmless the Owner, Colleton County and their agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the Work provided that any such claims, damages, loss, or expense are attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Firm, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any claims against the Owner, Colleton County or any of their agents and/or employees by an employee of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Contractor under the Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Firm under this paragraph shall not extend to the liability of Colleton County or its agents and/or employees arising out of the reports, surveys, Change Orders, designs or Technical Specifications.

CONTRACTOR: _____

BY: _____

DATE: _____

TELEPHONE NO.: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



BID: DB-08

**COLLETON COUNTY COMMERCE CENTER – LOT 3 GRADING
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, contractor 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 outlined 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-owner/* _____ *Disadvantaged*) *If yes, please submit a copy of your certificate with your response.*

▶ **No** _____

Authorized Signature

Date

Authorized Representative/Title (Print)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



BID: DB-08
COLLETON COUNTY COMMERCE CENTER – LOT 3 GRADING
DEBARMENT

The Contractor is certifying that they are not currently debarred from responding to any request for bids by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency or subdivision of the State of South Carolina or the United States Federal Government.

SAM's No. _____

Cage Code. _____

DUN's No. _____

Authorized Representative/Signature

Date

Authorized Representative/Title (Print)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



BID: DB-08
COLLETON COUNTY COMMERCE CENTER – LOT 3 GRADING
CONTRACTOR’S CERTIFICATION

Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Authorized Signature: _____

Print name: _____

Title: _____

Federal Tax ID number: _____

Sales Tax number: _____

Email: _____
(please print)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

REFERENCE FORM

(Please use this form or similar copy)

Bidder shall include a list of three references for similar work with bid response. References shall include project name, brief description and location of project, completed dollar amount of project, date completed, contact person's name, phone, fax number, and email address of a similar job completed

1.) Name of Project Owner: _____
Brief Description Including Location _____

Completed Dollar Amount: \$ _____ Date Completed: _____
Contact Person's Name: _____
Contact Phone: (_____) _____ - _____ Contact Fax: (_____) _____ - _____
Contact E-mail: _____

2.) Name of Project Owner: _____
Brief Description Including Location _____

Completed Dollar Amount: \$ _____ Date Completed: _____
Contact Person's Name: _____
Contact Phone: (_____) _____ - _____ Contact Fax: (_____) _____ - _____
Contact E-mail: _____

3.) Name of Project Owner: _____
Brief Description Including Location _____

Completed Dollar Amount: \$ _____ Date Completed: _____
Contact Person's Name: _____
Contact Phone: (_____) _____ - _____ Contact Fax: (_____) _____ - _____
Contact E-mail: _____

4.) Name of Project Owner: _____
Brief Description Including Location _____

Completed Dollar Amount: \$ _____ Date Completed: _____
Contact Person's Name: _____
Contact Phone: (_____) _____ - _____ Contact Fax: (_____) _____ - _____
Contact E-mail: _____

SUBCONTRACTOR FORM

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



BID: DB-08

COLLETON COUNTY COMMERCE CENTER – LOT 3 GRADING

Contractor _____ Date _____

Signature _____ Title _____

Email Address _____

	Quantity	Unit	Unit Price	Total
CHIPPING MOBILIZATION	1	LS	\$	\$
GRADING MOBILIZATION	1	LS	\$	\$
DEBRIS CHIPPING & GRADING	1	LS	\$	\$
FILL MATERIAL	8000	CY	\$	\$
FINE GRADING	1	LS	\$	\$
DITCHING	3475	LF	\$	\$
SEEDING	35	ACRE	\$	\$

CONTRACTOR'S TOTAL BID = \$ _____

By signing this Bid Form, the CONTRACTOR acknowledges that he/she has read this document and understands the provisions, agrees to be bound by its terms and conditions, will adhere to scheduling requirements stated herein and is capable of providing all required products and/or services.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

I. SPECIAL PROVISIONS

