

Colleton County South Carolina Capital Projects & Purchasing Department 113 Mable T. Willis Blvd. Walterboro, SC 29488 843.539.1968

BID: PD-18

DEMOLITION and DISPOSAL OF CONDEMNED HOUSES & BUILDINGS

Mandatory Pre-bid Conference will be held Thursday, November 9, 2017 at 10:00am Location: Council Chambers, 2nd floor, 109 Benson Street, Walterboro

BID DUE: Thursday, November 16, 2017 at 11:00am

MAIL RESPONSE TO:

Capital Projects & Purchasing Department Attn: Kaye B Syfrett 113 Mable T. Willis Blvd. Walterboro, SC 29488

DELIVER RESPONSE TO:

Capital Projects & Purchasing Department Attn: Kaye B Syfrett 113 Mable T. Willis Blvd. Walterboro, SC 29488

1. OVERVIEW

Colleton County, South Carolina (the **"County"**) request bids from qualified, licensed contractors for the demolition and disposal of twenty-eight (28) condemned houses/buildings throughout Colleton County. The debris will be disposed as directed by the Department of Health and Environmental Control (DHEC) guidelines. The work to be completed as a part of this project consists of providing all required materials, equipment and labor necessary to complete the demolition and disposal of each location.

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. After which, only the names of the respondents will be publicly announced. Responses received after the scheduled due date and time will be rejected. Proposals 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 proposals 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 submitted via email to Philip Slayter, Planning & Development Director at <u>pslayter@colletoncounty.org</u> no later than 2:00pm on <i>Thursday, November 9, 2017.*

2. SCOPE OF WORK

The demolition and disposal project consist of twenty-eight (28) condemned houses/buildings throughout Colleton County. Each property will be cleaned of all debris, automobiles, white goods, scrub brush, trash and garbage. All debris will be taken to the Colleton County Landfill located at 3288 Green Pond Hwy, Walterboro.

- It is the contactor's responsibility to walk each property.
- The contactor shall be responsible for contacting gas, water, electrical, and/or sewer for disconnect.
- Damage to any of the property will be paid by the contractor.
- Demolition Projects will be completed within 60 days of the "Notice to Proceed."
- The cost of debris disposal to the Colleton County Landfill is **NOT** to be included in the bid total. The Code Enforcement Officer will assign an account number for the Contractor to use for each individual property.

3. INSTRUCTIONS TO VENDOR

- 1. Submittal must include one (1) original proposal response clearly marked as original, and one (1) complete copy of the proposal response along with a completed W-9 form. Responses must be in a sealed envelope/package containing the solicitation name and number. The 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 contractor's sole responsibility to insure solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
- 4. The contractor 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. If required, additional pages may be attached. Proposals written in pencil will be disqualified.
- 6. 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. Proposals must be submitted in a sealed package marked on the outside with the vendor's name, address, and the solicitation name and number.
- 7. This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of RFP 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.

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

4. 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 Colleton County Council.

5. 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 prior to the scheduled due date and time.
- 2. RESPONDANTS 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 Vendor's ability to provide said item(s).
- 3. RESPONSE WITHDRAWAL: Any responses may be withdrawn prior to 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 and all proposals, 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 <u>60</u> 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 offeror 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 Manager of Colleton County.
- 9. DEBARMENT: By submitting a qualification package, the vendor is certifying that they are not currently debarred from responding to any request for proposals 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 proposals on contracts by any agency or subdivision of the State of State of South Carolina.
- 10. 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 RFB's until the assessed charge has been satisfied.
- 11. HOLD HARMLESS: All respondents to this RFP 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 proposals. The issuance of this request of proposals constitutes only an invitation to present a proposal. 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 proposals. Colleton County also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
- 12. CANCELLATION: In the event that this request for proposals 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 proposals or otherwise.
- 13. COLLETON COUNTY PURCHASING ORDINANCE: The Request of Proposals is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this request for proposals in their entirety except as amended or superseded within. This ordinance

can be found at <u>https://www.municode.com/library/sc/colletoncounty/codes/codeofordinances</u> under Title 3 - Revenue and Finance.

- 14. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request of proposals shall be just cause for the rejection of the qualification package. 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 proposal 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 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 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 Capital Projects & Purchasing Department, 113 Mable T. Willis Blvd, Walterboro, SC 29488.

6. GENERAL CONTRACTUAL REQUIREMENTS

- 1. ABANDONMENT OR DELAY: If the work to be done under this contract shall be abandoned or delayed by the Offeror, or if at any time the County shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Offeror, the County may annul the contract or any part thereof if the Offeror 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 pertaining to 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 make said purchase 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 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:

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, firm, 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 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 Contractor's employees and any person, directly or indirectly employed by Contractor (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 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 CONTRACTOR. Failure to comply with this section may result in your request for proposal to be deemed non-responsive.

- 6. 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 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: 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 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. 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 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 and all 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 Proposals without the prior written consent of the County. The Contractor shall not assign any money due or to become due to him under 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 by reason 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 in accordance with 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.

- 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: In the event that 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 offeror 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 proposals shall apply.
- c. The County shall be obligated to reimburse the Contractor only for those services rendered prior to 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. GOVERNING LAWS: Any Purchase Agreement resulting from this request for proposals shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.
- 15. BONDS: Payment and Performance Bonds are not required for this request for bid.
- 16. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 17. TYPE OF CONTRACT: This contract is a unit price contract.
- 18. INSURANCE: Colleton County will require the following remain in force at all times through the life of the contract:

Workers' Compensation - \$100,000 – each accident Statutory Coverage and Employer's - \$100,000 each employee Liability - \$500,000 – policy limit Comprehensive General Liability -\$1,000,000 – bodily injury each occurrence \$1,000,000 – bodily injury aggregate \$1,000,000 – property damage each occurrence \$1,000,000 – property damage aggregate Products – Completed Operations - \$1,000,000 – aggregate Business Auto Liability – Same as Comprehensive General Liability Excess or Umbrella Liability - \$1,000,000

Colleton County will be named as an "additional insured"



DEMOLITION AND DISPOSAL OF CONDEMNED HOUSES & BUILDINGS OFFEROR'S CERTIFICATION

Company Name	Authorized Signatory (As registered with the IRS)
Address	E-Mail Address
City, State, Zip	Federal Tax ID Number
Telephone Number	Sales Tax Number



The vendor is certifying that they are not currently debarred from responding to any request for qualifications 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 qualifications on contracts by any agency or subdivision of the State of South Carolina.

SAM's No.

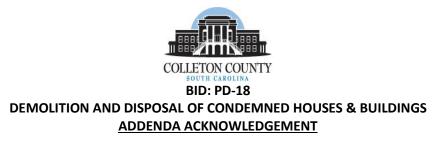
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DUN's No.

Authorized Representative (Signature)

Date

Authorized Representative/Title (Print or Type)



The vendor has examined and carefully studied the Request for Bids 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 or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements or pricing.



The Bidder/Proposer 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 is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting there from, and is caused by any negligent or willful act or omission of the Bidder / Proposer, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, Colleton County or any of their agents and/or employees by an employee of the Bidder/Proposer, 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 Bidder/Proposer under the Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Bidder/Proposer 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:			

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BID: PD-18 DEMOLITION AND DISPOSAL OF CONDEMNED HOUSES & BUILDINGS 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, Offeror 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.

Mailing Address	Printed Name
City, State, Zip	Title
Date	Telephone Number
Company Name	EMITTANCE ADDRESS
Company Name Address City, State, Zip	Authorized Signature (As registered with the IRS)

Federal Tax ID Number

Sales Tax Number

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



DEMOLITION AND DISPOSAL OF CONDEMNED HOUSES & BUILDINGS

Property List

Order	TMS	Situs Address	City	Decal	Size
1	019-16-00-012.002	28089 Lowcountry Hwy	Smoaks	7541	14 X 66
2	028-08-00-016.002	32 New Street	Smoaks	0587	12 x 60
3	038-00-00-051.001	171 StrawPond Road	Ruffin		12 x 40
4	054-00-00-004.001	800 Blk McCune Branch Lane	Lodge		12 x 65
5	066-00-00-001.001	373 Egal Lane	Cottageville	4966	28 x 50
6	091-00-00-020.001	375 Bayou Lane	Lodge	001002	10 x 50
7	091-00-00-031.001	14461 Bells Hwy	Lodge	006026	24 x 60
8	098-00-00-005.001	4900 Blk Pleasant Grove Rd	Walterboro		24 x 60
9	099-00-00-062.001	Skull Swamp Lane	Walterboro	002903	12 x 65
10	102-00-00-105.001	327 Dawn Drive	Cottageville	012012	14 X 60
11	113-00-00-007.002	50 Blk Spring Lane Road	Walterboro	010390	12 x 44
12	117-00-00-113.001	194 Songbird Lane	Round O		14 x 60
13	*****	Intentionally Left Blank	*******	*****	*****
14	132-00-00-185.008	52 Ardvark Lane	Walterboro	007741	14 x 70
15	144-00-00-101.002	221 Faye Lane	Ruffin	012841	12 x 52
16	147-05-00-036.010	1522 Bells Hwy Lot # 10	Walterboro	007922	14 x 66
17	151-00-00-062.001	689 Bodison Memorial Rd	Round O	009843	12 X 55
18	152-00-00-324.001	288 Griffith Acres Drive	Cottageville		
19	159-00-00-016.004	140 Blk Malachi Lane	Ruffin	013822	12 x 60
20	178-00-00-064.060	159 Jaffey Lane	Walterboro	016803	14 X 70
21	178-00-00-237.001	523 Acorn Road	Walterboro	016205	14 x 70
22	211-00-00-013.001	1643 Featherbed Road	Neyles		12 x 65
23	211-00-00-068.001	122 Pinckney Place	Round O	17397	12 x 60
24	236-08-00-022.002	163 Lansing Lane	Walterboro	012774	14 x 56
25	243-00-00-010.002	3724 Lowcountry Hwy	Yemassee	005593	14 x 70
26	243-00-00-018.001	100 Blk Plum Tree Lane	Yemassee	000612	12 x 44
27	266-00-00-030.001	171 Frogtown Lane	Yemassee	4233	24 x 56
28	281-00-00-019.001	1087 Jerusalem Road	Green Pond	002558	14 x 56
29	281-00-00-032.001	1492 Jerusalem Road	Green Pond	000702	12 x 50



BID: PD-18 DEMOLITION AND DISPOSAL OF CONDEMNED HOUSES & BUILDINGS <u>BID FORM</u>

TOTAL BID (28 properties):

Contractor:		
Address:		
City:	State:	Zip:
Telephone Number:()		
Authorized Signature:		
Print name:		
Title:		_
Email:		



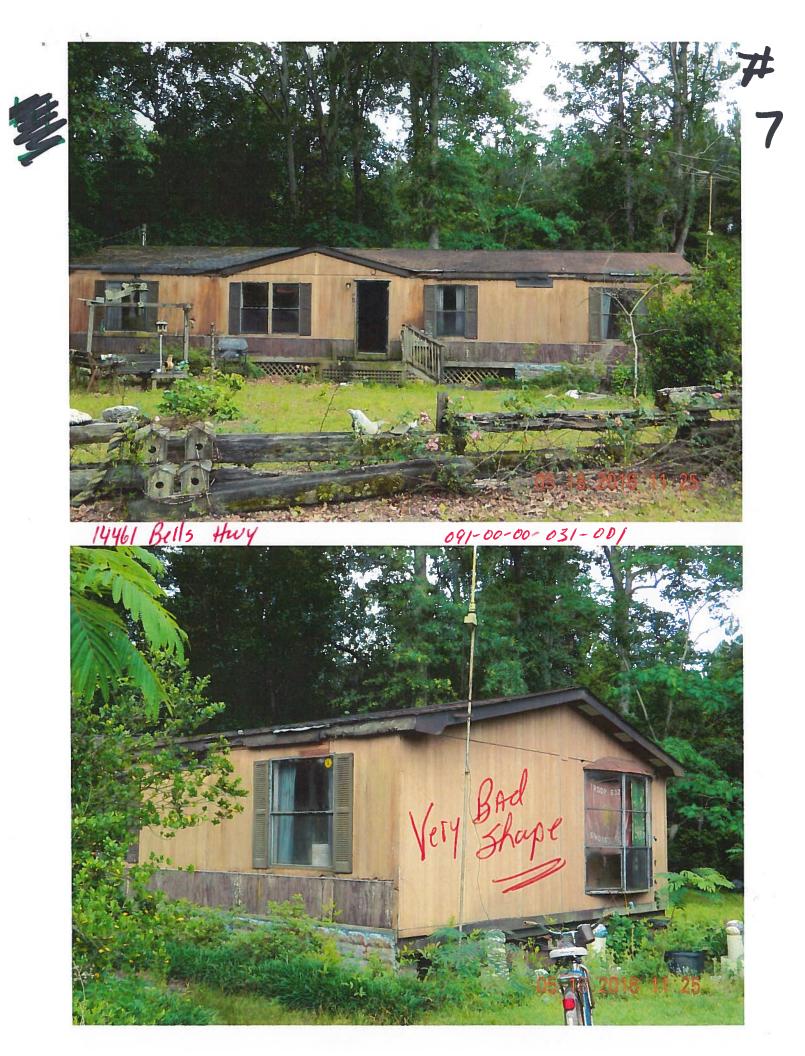














S.Kull Swemp Lake Rd











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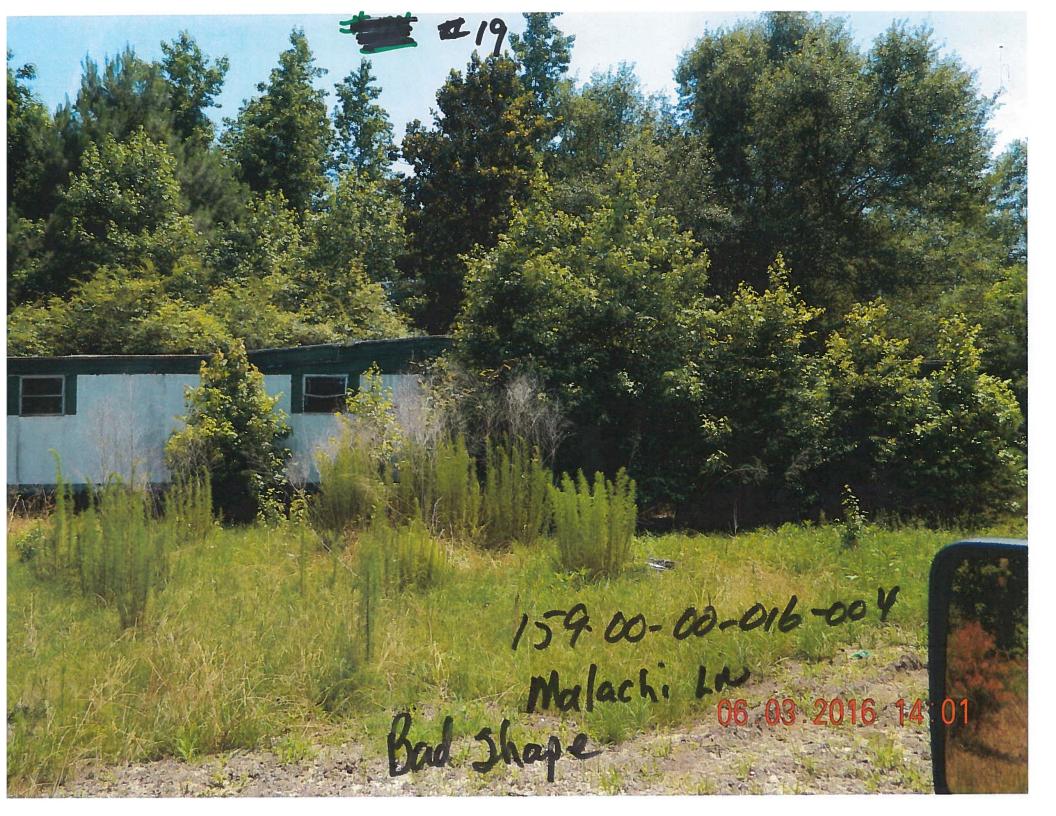


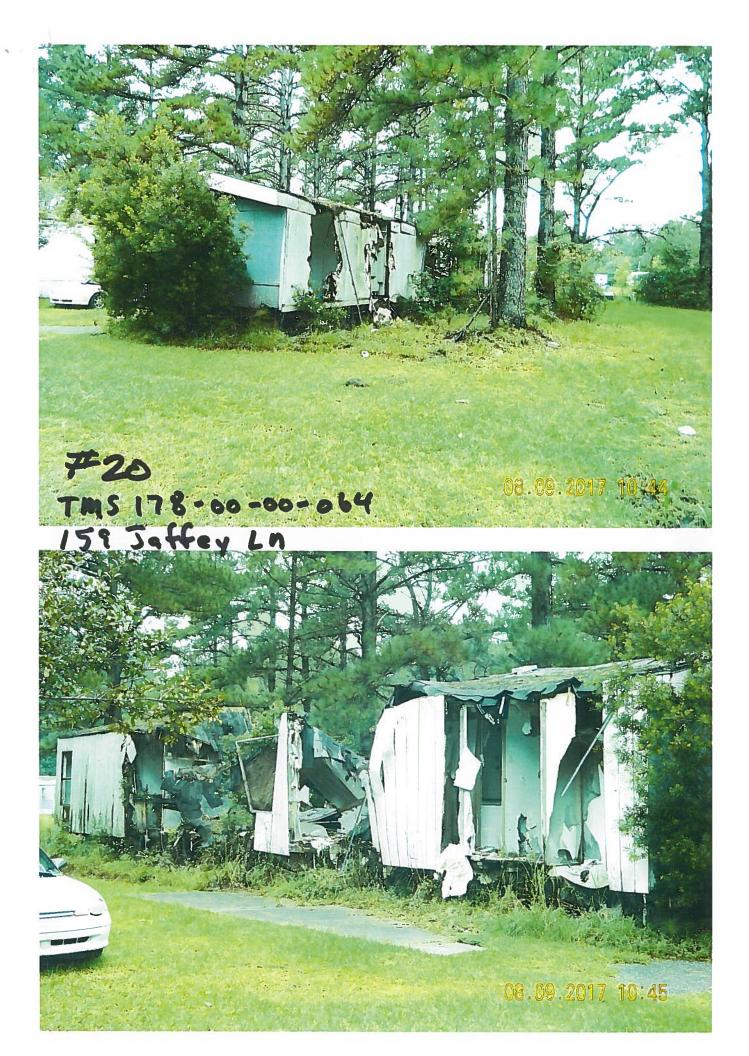




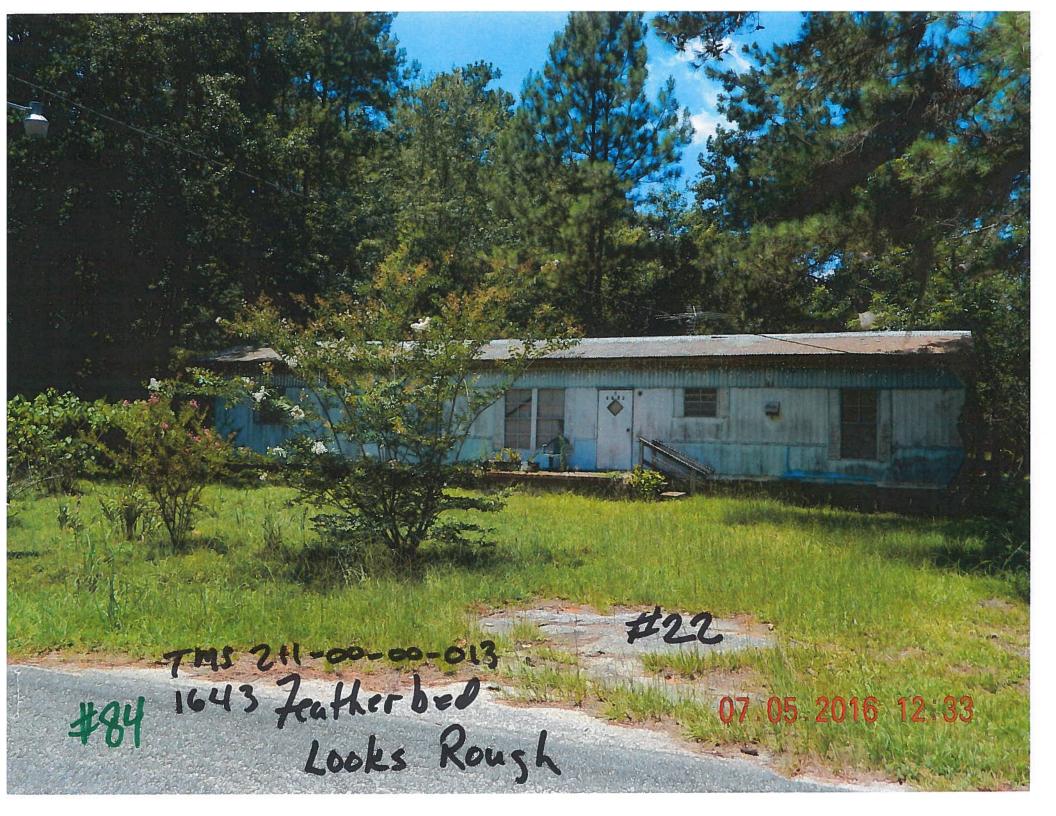


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