



City of Walterboro
242 Hampton Street
Walterboro, SC 29488
843.782.1000

**BID: SDC-419
DRY CLEANERS DEMOLITION PROJECT
CDBG # 4-A-21-001**

Due: Tuesday, October 5, 2021 @ 2:00pm

MAIL OR DELIVER RESPONSE TO:

City of Walterboro
Attn: Jeff Molinari
242 Hampton Street
Walterboro, SC 29488

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A. OVERVIEW

The City of Walterboro, South Carolina (the "**City**") request bids from qualified, licensed contractors for the Dry Cleaners Demolition Project which consists of the building, outbuildings, various storage tanks and all other material located at 419 Hampton Street, Walterboro. The debris will be disposed in accordance with the SC Department of Health and Environmental Control (DHEC) guidelines.

This project is being funded by the South Carolina Department of Commerce, Grants Administration, under the Community Development Block Grant Program (CDBG) and is administered by the Lowcountry Council of Governments. All bids and contracts shall meet the requirements enumerated in the specifications and contract documents.

All Contractors and Sub-contractors are required to be registered with the Federal Government website; System for Award Management (SAM) at www.sam.gov. and to comply with the President's Executive Order No. 11246 & Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Contractors must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240.

The City requests that all contractors respond with an actual bid or with a written "No Bid." This provision guards against receiving an insufficient response to the Advertisement of Bids.

To be considered responsive, responders must use the Bid Form included in the specifications. 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, the solicitation name and number.

Any prospective contractor or sub-contractor who is aggrieved in connection with the solicitation of this contract may protest to the City in accordance with Section 11-35-4210 of the SC Code of Laws, within 15 days of the date of issuance of the Notice of Intent to Award.

Questions regarding this solicitation must be submitted via email to **George Crosby, Economic Recovery Specialist ("Grants Administrator")** at gcrosby@lowcountrycog.org no later than **11:00AM on Tuesday, September 28, 2021**. Answers to all questions will be posted on the City of Walterboro's website as an addendum to this bid.

B. SCOPE OF SERVICES

The Dry Cleaners Demolition Project consists of the building, outbuildings, various storage tanks and all other material at 419 Hampton Street, Walterboro. Property will be cleaned of all structures, debris, scrub brush, concrete, trash and garbage. All debris will be taken to the Colleton County Landfill located at 3288 Green Pond Hwy, Walterboro. The project will result with the Cleaners being a grassy lot.

- Contractor must be licensed as a General Contractor in the State of South Carolina and will hold all Trade Contracts and the Building Permit on the project.
- It is the contractor's responsibility to walk the property.
- Demolition Projects will be completed within **60 days** of the "Notice to Proceed."

Asbestos testing has been completed on all structures; it was determined asbestos is present. Prior to demolition work commencing, the successful contractor will have to provide evidence that they are qualified to do asbestos removal or subcontract with a qualified company to perform all asbestos abatement as described in the asbestos reports and abatement plan as provided. **An independent firm will be conducting air monitoring of the site.** The City reserves the right to accept or reject any bid in whole or in part and to award a contract that is in the best interest of the City.

“Equal Employment Opportunity”

C. INSTRUCTIONS TO CONTRACTOR

1. Submittal must include **one (1) original BID** response clearly marked as original and **one (1) complete copy** of the BID 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. To be considered responsive, responders must use the Bid Form included as an attachment.
2. All bids are due by **2:00 p.m. on Tuesday, October 5, 2021**. Responses can be mailed or hand delivered to: Administration, Attn: Jeff Molinari, 242 Hampton Street, Walterboro, SC 29488.
3. Show solicitation number on the outside of mailing package. The City assumes no responsibility for unmarked or improperly marked envelopes.
4. 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.
5. 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. The City reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the City or its agents for its determination in this regard.
6. **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.
7. 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 Firm’s name, address, and the solicitation name and number.
8. This solicitation does not commit the City to award a contract, to pay any costs incurred in the preparation of BID submitted, or to procure or contract for the services. The City 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 City to do so.

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

D. SELECTION CRITERIA

1. It is the intent of the City to award one contract to the lowest responsive, responsible bidder based on the total bid submitted on the Bid Form with final approval by City Council. The City reserves the right to reject any or all bids, and to award a contract that is most advantageous, and in the best interest of the City and its partners.
2. Upon an Intent of Notice to Award being issued along with final approval by SC Department of Commerce, and if needed, the City Council, a contract will be executed for the requested services.

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 Grants Administrator in writing no later than five (5) business days prior to the scheduled due date and time.
2. **RESPONDANTS QUALIFICATION:** The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Firm's ability to provide said services.
3. **RESPONSE WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Grants Administrator.
4. **REJECTION:** The City 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 City.
5. **WAIVER:** The City 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 City.
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 clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful contractor 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 Grants Administrator for the City.
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 City 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 the City of Walterboro 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. The City of Walterboro 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. The City of Walterboro 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: In the event that this request for bids is withdrawn or the project canceled for any reason, the City of Walterboro shall have no liability to any respondent for any costs or expenses incurred in connection with this request for proposals or otherwise.
13. CITY OF WALTERBORO PURCHASING ORDINANCE: The Request of Bids is subject to the provisions of the City of Walterboro Procurement 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://library.municode.com/sc/walterboro/codes/code_of_ordinances under Chapter 2 - Administration - ARTICLE X - Procurement.
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, the City 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 the City shall constitute an agreement equally binding between the successful Contractor and the City. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The City of Walterboro 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 City Manager 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 Grants Administrator by calling (843) 473-3993. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Community and Economic Development Department, P.O. Box 98, Yemassee, SC 29945.

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 City shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Contractor, the City 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 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 City 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 City. Following any such non-appropriation, the master lease agreement shall contain no limitation on the City of Walterboro's ability to replace the equipment financed with any other equipment.
5. **INDEMNIFICATION:** Except for expenses or liabilities arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City 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:

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 City and its employees or by any member of the public, to indemnify and save the City 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 City 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 City's employees, the employees of any other independent contractor, or occurring to any member of the public. When the City 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 City 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 the City of Walterboro act as arbitrator between the Contractor and any sub-contractor.
8. **PUBLICITY RELEASES:** The Firm 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 City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City Manager. With regard to news releases, only the name of the City, type and duration of any resulting agreement may be used and then only with prior approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's staff unless it is a direct quote from the City 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 Bids without the prior written consent of the City. The Contractor shall not assign any money due or to become due to him under said agreement without the prior written consent of the City.
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, the City of Walterboro, 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 the City of Walterboro 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:** In the event that this contract is terminated or canceled upon request and for the convenience of the City without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - b. **Termination for Cause:** Termination by the City 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 City 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 City Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the City 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 City 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 required for this BID.
15. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.
16. INSURANCE: City of Waltherboro will require the following remain in force at all times through the life of the contract:

Professional Liability Insurance – Minimum \$1,000,000.00 - 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 -\$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

City of Waltherboro will be named as an "additional insured" party

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BID: SDC-419
DRY CLEANERS DEMOLITION PROJECT
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:

<i>Amendment No.</i>	<i>Issue Date</i>

The Contractor must acknowledge any issued addenda. Bids which fail to acknowledge the contractor'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.

INDEMNIFICATION

The contractor will indemnify and hold harmless the Owner, the City of Walterboro, 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 Firm, 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, the City of Walterboro, 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 contractor under this paragraph shall not extend to the liability of City of Walterboro or its agents and/or employees arising out of the reports, surveys, Change Orders, designs or Technical Specifications.

Contractor: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

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



BID: SDC-419
DRY CLEANERS DEMOLITION PROJECT
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 City, 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 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-owner/* ____ *Disadvantaged*) *If yes, please submit a copy of your certificate with your response.*

▶ **No** ____

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.

A Registered Contractor with SAM's yes no

Cage Code. _____

DUN's No. _____

Contractor: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

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