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| <b>COLLETON COUNTY, SOUTH CAROLINA,</b><br>a body politic and corporate and a political<br>subdivision of the State of SC | MAIL TO: Purchasing Department<br>ATTN: Kaye B Syfrett<br>PO Box 157<br>Walterboro, SC 29488                             |  |
| <b>SEALED BEST VALUE BID</b>  | HAND CARRY TO:<br>Purchasing Office, Room 208<br>Harrelson Building, 31 Klein Street<br>Walterboro, South Carolina 29488 |   |
| <b>Mandatory Pre-bid Meeting will be held Tuesday, April 2, 2013 at 11:00AM at 1143 Public Landing Lane</b>               | TELEPHONE NO. (843) 782-0504   |   |
| <b>Bids will be accepted until 11:00AM, Tuesday, April 9, 2013</b>  | <b>BID NUMBER: PD-13 Purchase/Installation of a Mobile Home for 1143 Public Landing Lane</b>                             |   |

VENDOR NAME \_\_\_\_\_

VENDOR ADDRESS \_\_\_\_\_

CITY-STATE-ZIP \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_  
(If different from above)

TELEPHONE (\_\_\_\_) \_\_\_\_\_ FAX NO. (\_\_\_\_) \_\_\_\_\_

FEDERAL ID NO. \_\_\_\_\_ EMAIL \_\_\_\_\_

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid 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 of this bid and verify that I am authorized to sign this bid for the proposer. I further state that the company affiliated with this bid currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

Proposer acknowledges receipt of the following addendum:

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

## INSTRUCTIONS TO OFFERERS

1. **Submit one (1) clearly identified original and two (2) copies of the Bid and a completed W-9 form in a sealed envelope with the bid number as well as the time and date for the opening prominently marked on the outside.**
2. Colleton County welcomes and encourages submissions from minority & woman owned businesses. Please indicate that you are a minority or woman owned business with your bid documents.
3. Bids must be submitted to or at the time, date and exact location specified to be considered. No late bids, telegraphic, or telephonic bids will be accepted.
4. All Bids must be signed by an authorized officer or employee of the offerer.
5. All information requested of the offerer must be entered in the appropriate space on the original forms. Failure to do so may be grounds for disqualification.
6. All information must be entered in ink or typewritten. Mistakes may be crossed out and corrected prior to submission, if initialed by the person signing the bid.
7. Corrections and/or modifications received after the closing time specified will not be accepted.
8. Time of delivery, defined as the number of calendar days between receipt of the order by the offerer and the receipt of goods or services by Colleton County, may be considered as one factor in determining the award.
9. In order for a bid to be considered complete, vendors must be able to supply all items in the bid package. In addition, unit prices must be specified for all bid items and all requested information in the bid package must be completed and returned in its entirety to constitute a complete bid.
10. **Addendum to Bid:** If it becomes necessary to revise any part of this invitation to bid, an addendum will be provided in writing to all vendors receiving this solicitation. All amendments issued by Colleton County must be acknowledged in writing by vendor. In addition, all addenda will be posted to the Colleton County website at [www.colletoncounty.org](http://www.colletoncounty.org) under "Online Bids." **It is the responsibility of the Vendor to check the website for addenda's up to the time of the bid opening.**

## GENERAL CONDITIONS

1. Colleton County reserves the right to award bids received on the basis of individual items, groups of items, or the entire list of items; to reject any and all bids; and to waive any technicalities.
2. Unit prices will govern over extended prices.
3. In case of tie bids, price and quality being equal, preference will be given to Colleton County vendors. In every case, Colleton County reserves the right to make awards deemed to be in the best interest of the County.
4. The Evaluation of the bids and the determination as the equality of the product offered is the responsibility of Colleton County, and will be based on information furnished by the offerer in the bid.
5. Unless otherwise indicated in the bid notice, prices must be firm, and remain in effect for ninety (90) days. Ambiguous bids which are uncertain as to fees, delivery, or compliance with specifications may be rejected or disregarded.
6. Brand names and numbers, when used, are for reference only to indicate character or quality desired and do not indicate a preference.
7. Equal items will be considered; equal items must state the brand name or quality; and Colleton County's determination of what constitutes equality will be final and conclusive.
8. When brand name, number, or level of quality is not stated by the offerer, it is understood that the offer is exactly as specified.
9. Sales, use, or excise taxes must not be included as any part of the bid price. These taxes, as well as any handling and shipping charges, **must be shown as separate items**. Shipping charges will be considered as a factor in determining awards.
10. Samples of any articles deemed necessary must be furnished free of any cost to Colleton County. These samples may be retained for future comparisons. Any samples not destroyed by testing or not retained for comparisons will be returned to the offerer at the offerer's expense upon request.
11. The successful offerer must indemnify and hold harmless Colleton County, its officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trade mark, or copyright.
12. In case of default by contractor, Colleton County reserves the right to purchase any or all items in default in open market, charging the contractor with any excess costs. Periods of performance may be extended if the facts as to the cause of delay are justified in the opinion of the proper Colleton County officials.

13. Failure to Perform: If, during the term of this contract, the vendor should refuse or otherwise fail to perform any of its obligations under the contract, the County reserves the right to: 1) Obtain the goods or services from another vendor; and/or 2) Terminate the contract; and/or 3) Suspend the vendor from bidding for a period of up to 24 months. If the County exercises this right, the County shall not be responsible for any portions of this contract, nor shall the County be responsible for any pro-rata billings, partial work completed, parts ordered supplies, or any other vendor related costs related to the cancellation of the contract.
14. Every effort has been made to insure that all information needed by the Vendor is included herein. If the Vendor finds it cannot complete a bid without additional information, it may submit written questions to Philip Slayter, Planning & Development Director, [pslayter@colletoncounty.org](mailto:pslayter@colletoncounty.org). All questions and written replies will be distributed to all Vendors and will become a part of the solicitation. **Questions must be submitted in writing and received five (5) days before the time of bid opening.**
15. **Bid documents can be picked up from Colleton County, 31 Klein Street, Room 208, Walterboro, SC 29488.**

#### GENERAL PROVISIONS

1. TITLE VI NONDISCRIMINATION POLICY STATEMENT AND ASSURANCES: It is the policy of the County Council of Colleton County, South Carolina, hereafter referred to as "Colleton County" or "the County", to comply with Title VI of the 1964 Civil Rights Act and its related statutes, including but not limited to, Executive Order No. 12898 "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations"; Executive Order No. 13166 "Improving Access to Services for Persons with Limited English Proficiency (LEP)"; the Federal-Aid Highway Act of 1973; the Age Discrimination Act of 1975; the Civil Rights Restoration Act of 1987; and the Americans with Disabilities Act of 1990 (ADA).

To this end, Colleton County assures that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs or activities on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Colleton County also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. Additionally, the County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency. Colleton County will, where necessary and

appropriate, revise, update, and incorporate nondiscrimination requirements into appropriate manuals, directives, and regulations.

2. ORDER OF PRECEDENCE: In the event of inconsistency between the provisions of this solicitation, the inconsistency must be resolved by giving precedence in the following order: (A) Colleton County Ordinance Number 2000-0-21 as amended, (B) The bidding schedule and instructions to offerers, (C) General conditions, (D) General provisions, (E) Other provisions of the contract whether incorporated by reference or otherwise, and (F) the Specifications.
3. S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offerer from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the offerer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
4. EXCUSABLE DELAY: The contractor will not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the 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 the fault of a subcontractor, and if such default arises out of control of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any 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.
5. AWARD CRITERIA: Award will be made to the responsible offerer who submits a responsive bid that Colleton County considers to be most advantageous to its own interests. An advisory committee will review, evaluate, and rate the bids submitted in response to the Request for Bids. The committee will negotiate a contract with the highest rated offeror.
6. SPECIFICATIONS: Any deviation from specifications in the bid solicitation must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful offerer will be held responsible therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this bid must be new and suitable for storage or shipment, and that prices include standard commercial packaging.

7. RESPONSIBILITY: The offerer must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in the request for bid, but which is not specifically designated as an Colleton County responsibility, is a responsibility of the Contractor's operation, and the offerer must include these in the response to this request for bids accordingly.
  
8. INSURANCE: Upon award of the contract or Purchase Order under this bid, the contractor must maintain, throughout the performance of its obligations a policy or policies of **Worker's Compensation** insurance with such limits as may be required by law. In the event that the contractor has fewer than 3 employees and is not required by law to have Worker's Compensation insurance, a "Statement of Independent Contractor" form must be completed prior to starting work. Contractor must also maintain a policy or polices of **General Liability** insurance insuring against liability for injury to, and death of, persons, and damage to, and destruction of, property arising out of, or based upon, any act or omission of the contractor or any of its subcontractors of their respective officers, directors, employees or agents. Such general liability insurance must have limits sufficient to cover any loss or potential loss resulting from this contract. **A copy of the Certificate of Insurance should be included with the bid.** Prior to commencing work hereunder, Offeror, at his expense, shall furnish insurance certificate showing the certificate holder as Colleton County, PO Box 157, Walterboro, SC 29488, Attention: County Purchasing and with a special notation naming Colleton County as an additional insured on the liability coverage.
  
9. AUDIT: Contractor's records which pertain to this Contract must be open for inspection and/or audit by the County upon request for a period of five years after each contract year. For audit purposes, the County must verify that the material cost billed as a result of the contract are correct. Contractor must provide the County, upon its request, documentation of material purchase costs (e.g. copy of invoice from its supplier), and rental equipment is being invoiced properly.

BID PROCEDURES MUST COMPLY WITH THE PROVISIONS OF SC LAW AND REVISED PURCHASING ORDINANCE NUMBER 2000-0-21 AS AMENDE

**Specifications for the Purchase/Installation  
of a Mobile Home for 1143 Public Landing Lane**

Intent:

It is the intent of Colleton County to replace the dwelling located at 1143 Public Landing Lane.

Contractor agrees to furnish all labor, supervision, equipment, materials, tools, supplies, and transportation necessary for the proper execution and completion of, as specified, for the County. Materials and services provided by the Contractor must comply with all current Federal, State, local and municipal laws, ordinances and rules and regulations.

The existing dwelling to be demolished is a single wide 12' x 60' mobile home elevated on piers with attached steps and landings. The replacement dwelling is to be installed on the site and meet the following specifications:

- A single wide mobile home no less than 400 square feet but not greater than 1000 square feet, including landings and steps.
- Mobile home must have a 12" eave along the perimeter of the unit.
- Mobile home must have a minimum of one bedroom, a full size bathroom, also kitchen and washer/dryer hookups.
- Mobile home must come furnished with a 30 inch wide, 4-burner electric stove with oven and a 26 cubic feet refrigerator.
- New or used units must have a manufacture date after the year 2005.
- The contractor is responsible for compliance with all state and county licensing and permitting requirements.
- The contractor is responsible for both water and waste water connections.
- Delivery and set-up must include: Tie down, block, level.
- Re-installation of exterior vinyl siding.
- Re-installation of interior trim/carpet seaming.
- Skirting Installation
- Campers, Park-model trailers or other units not compliant with the SC Building Code or SC Manufactured Housing Code will not be accepted as responsive bids.
- Mobile home installation will be completed within sixty (60) days of award letter unless directed otherwise by the Planning & Development Director.
- **The successful contractor is responsible for providing a one (1) year warranty on the unit.**

The Contractor must be responsible and use utmost care in the protection of County property and adjacent properties, buildings, etc.; including all shrubbery and any other property in the area, from damage. Any damage, including damage to finished surfaces, resulting from the performance of this contract must be repaired to the County's satisfaction at the Contractor's expense.

The Contractor will be entirely responsible for any loss or damage to its own materials, supplies and equipment, and to the personal property of its employees while they are maintained on the work site.

Contractor and Contractor's personnel must exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor will be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destruction or criminal activity.

All County and local codes, rules and regulations concerning safety will be adhered to by the contractor.

Contractor will be responsible for assuring the safety of his employees and County employees during performance of all services under this contract.

Contractor must assure that all crews are fully and properly equipped to perform services promptly and safely without delay.

Possession and consumption of drugs or alcoholic beverages is strictly prohibited at all times at the job site and on or around the County's property.

Work may be temporarily stopped by the Planning & Development Director or his designated representative due to severe weather, lack of material, safety violations, or other unforeseen circumstances.

Project will be supervised on a daily basis by the Planning & Development Director. Upon completion of a project, work performed by the Contractor is subject to the inspection and approval by the Planning & Development Director. Payment will not be made for any service until all requirements and acceptance of service as to contract compliance has been approved by the Planning & Development Director.

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**BID BREAKDOWN SHEET**

**PD-13 Purchase/Installation of Mobile Home for 1143 Public Landing Lane**

Please provide the following information:

Total Single Wide Unit    \$ \_\_\_\_\_

Total Materials                \$ \_\_\_\_\_

Sales Tax                         \$ \_\_\_\_\_

**Total Bid**                        \$ \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

VENDOR SIGNATURE: \_\_\_\_\_