



**Capital Projects & Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.539.1968**

**RFP: PD-25
ASBESTOS TESTING SERVICES
OLD HIGH SCHOOL FOOTBALL STADIUM**

DUE: Thursday, September 5, 2019 @ 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

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A. OVERVIEW

Colleton County, South Carolina (the "**County**") request proposals from licensed firms to perform a comprehensive asbestos inspection with a report of recommendation, if necessary, for removal of asbestos material, as well as a rate for air monitoring of the structures should that be needed based on the findings of the report when we demolish the structures. The inspection and report preparations must be performed in accordance with the SC Department of Health and Environmental Control (DHEC) Regulations and should include an abatement specification based on the findings of the test as well as:

- Total cost **per structure** for detailed abatement inspection report to include specifications based on the findings of the testing. Cost shall include all labor, associated travel expenses and other soft cost.
- Total cost for PLM sample analysis (for 40 layers analyzed)
- Cost per sample for PLM analysis exceeding 40.
- Total cost for TEM analysis (for 10 layers analyzed)
- Cost per sample for TEM analysis exceeding 10.
- Daily rate for air monitoring (including all travel expenses)
- Duration of time needed for the site visit and testing, and issuing of the reports
- Availability date to perform actual testing and submission of report

This project is being funded by a Community Development Block Grant (CDBG). All Contractors and Sub-contractors are required to be registered on the Federal Government website; System for Award Management (SAM) at www.sam.gov.

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. Proposals must be submitted in a sealed package marked on the outside with the Firm's name, address, 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 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.

Questions regarding this solicitation must be submitted via email to ***Carla Harvey, County Engineer at charvey@colletoncounty.org*** no later than **11:00AM on Thursday, August 29, 2019**. Answers to all questions will be posted on the County website as an addendum to this proposal.

B. SCOPE OF SERVICES

The services consist of the comprehensive asbestos inspection with a report of recommendation for removal of asbestos material, as well as a rate for air monitoring, should the findings require such action at the time of demolition. All structures are located at the Old High School Football Stadium property at 514 Black Street, Walterboro, SC.

The aggregate total of these items will assist in determining the lowest responsive bidder.

- Total cost **per structure** for detailed abatement inspection report to include specifications based on the findings of the testing. Cost shall include all labor, associated travel expenses and other

soft cost.

- Total cost for PLM sample analysis 0 - 40 layers analyzed.
- Total cost for TEM sample analysis 0 -10 layers analyzed.

Additional required pricing. These prices will not be part of the aggregate total that assist in determining the lowest responsive bidder.

- Total cost for PLM sample analysis exceeding 40 layers analyzed.
- Total cost for TEM sample analysis exceeding 10 layers analyzed.
- Cost for project design per structure.
- Daily rate for air monitoring (including all travel expenses)
- Duration of time needed for the site visit and testing, and issuing of the reports
- Availability date to perform actual testing and submission of report

C. INSTRUCTIONS TO FIRM

1. Submittal must include **one (1) original RFP** response clearly marked as original and **one (1) complete copy** of the RFP 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 in the specifications.
 - a. All bids are due by **11:00am on Thursday, September 5, 2019**. Responses can be mailed or hand delivered to: Capital Projects & Purchasing Department, Attn: Kaye B. Syfrett, 113 Mable T. Willis Blvd, Walterboro, SC 29488.
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 firm's sole responsibility to ensure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. The firm 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 Firm'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 Firm to notify the Procurement Office if you receive solicitations that do not apply.

D. SELECTION CRITERIA

1. Colleton County will use the **aggregate total** of services to determine the lowest bidder. The lowest aggregate total does not constitute the most responsive bidder. Colleton County reserves the right to reject any or all proposals, and to award a contract that is most advantageous, and in the best interest of the County 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, County 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 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 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 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 Instructions to Firm, 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 clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful firm 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 proposal, the Firm 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 South Carolina or the United States Federal Government.
10. DEFAULT: In case of default by the Firm, the County reserves the right to purchase any or all items in default in the open market, charging the Firm with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Firm will be considered in future RFP'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 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 proposal 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 Proposal is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this RFP 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 proposals 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 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 Firm 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 Firm 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

F. GENERAL CONTRACTUAL REQUIREMENTS

1. ABANDONMENT OR DELAY: If the work to be done under this contract shall be abandoned or delayed by the Firm, 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 Firm, the County may annul the contract or any part thereof if the Firm fails to resolve the matter within thirty (30) days of written notice.
2. OFFEROR'S COOPERATION: The Firm shall maintain regular communications with the Project Manager and shall actively cooperate in all matters pertaining to this contract.
3. RESPONSIBILITY: The Firm 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 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:

The Firm 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 Firm, 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 Firm'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 Firm'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 Firm 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 Firm. 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 firm. 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 Firm 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 Firm 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 County. The Firm 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 Firm 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 Firm 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 Firm 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 Firm 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.
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 firm.
 - 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 Firm 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 Firm, 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 RFP.

15. 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.

16. INSURANCE: Colleton County 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

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



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**ASBESTOS TESTING SERVICES– OLD HIGH SCHOOL FOOTBALL STADIUM
ADDENDA ACKNOWLEDGMENT**

The firm has examined and carefully studied the Request for Proposal 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 firm 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.

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



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**ASBESTOS TESTING SERVICES– OLD HIGH SCHOOL FOOTBALL STADIUM
INDEMNIFICATION**

The firm 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 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, Colleton County or any of their agents and/or employees by an employee of the Firm, 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 Firm 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.

FIRM: _____

BY: _____

DATE: _____

TELEPHONE NO.: _____



ASBESTOS TESTING SERVICES– OLD HIGH SCHOOL FOOTBALL STADIUM
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, Firm or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

MAILING ADDRESS

_____	_____
Mailing Address	Printed Name
_____	_____
City, State, Zip	Title
_____	_____
Date	Phone number/Fax number

REMITTANCE ADDRESS

_____	_____
Company Name	Authorized Signature
_____	_____
Address	Email Address
_____	_____
City, State, Zip	Phone Number
_____	_____
Federal Tax ID Number	SC Sales Tax Number

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



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ASBESTOS TESTING SERVICES– OLD HIGH SCHOOL FOOTBALL STADIUM
MINORITY BUSINESS CERTIFICATE

Are you a minority business?

▶ **Yes** ____ (Women-owner ____/ ____ Disadvantaged) If yes, please submit a copy of your certificate with your response.

▶ **No** ____

Company Name

Address

City, State, Zip

Phone Number

Federal Tax ID Number

SC Sales Tax Number

Authorized Representative/Title(Print)

Authorized Signature

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



RFP: PD-25
ASBESTOS TESTING SERVICES – OLD HIGH SCHOOL FOOTBALL STADIUM
DEBARMENT

The Firm 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 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 RFP



BID FORM

<u>PROJECT DESCRIPTION</u> ASBESTOS TESTING SERVICES – OLD HIGH SCHOOL FOOTBALL STADIUM						<u>DATE</u> Sept. 5, 2019	
<u>PROPOSING FIRM</u>						<u>PROJECT NO:</u> PD-25	
<u>ADDRESS</u>						<u>PHONE NUMBER</u> ()	
Stadium Structures 514 Black Street, Walterboro TMS #163-00-16-054		Approx. Size (sf)	Description	Inspection Report	PLM sample analysis (up to 40)	TEM sample analysis (up to 10)	TOTAL BASE COST
Home Bleachers		9020	concrete & metal with locker rooms underneath				\$
Press Box		240	concrete & metal atop of home bleachers				\$
Field House		3430	concrete & metal				\$
Home Concessions		2220	concrete & metal				\$
Home Ticket Booths (3-Concrete)		N/A	concrete & metal				\$
Ticket Booth (Wooden)		N/A	wood & metal				\$
Ticket Booth (Trailer)		N/A	wood & metal				\$
Aggregate Total							\$
Cost per PLM sample >40 (if needed) - per structure							\$
Cost per TEM sample >10 (if needed) - per structure							\$
Cost for project design (if needed) – per structure							
Daily rate of air monitoring (including all travel expenses)							\$
Duration of time needed for the site visit and testing, and issuing of the reports							(days)
Availability date to perform actual testing and submission of report							

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