



**Santee-Lynches Regional Development Corporation
for Pinewood Development Authority
147 Acres, Rimini Site Demolition**

**DEMOLITION AND REMOVAL OF EXISTING
STRUCTURES AND DEBRIS ON 147-ACRE TRACT OF
LAND IN SOUTHWESTERN PORTION OF SUMTER
COUNTY, SOUTH CAROLINA**

Request for Bids
#2023-001

**RFB Due Date:
February 27, 2023
12:00 P.M.**

ACKNOWLEDGEMENT OF CONDITIONS

for RFB #2023-001

PROJECT: RIMINI TRACT DEMOLITION

REQUIREMENTS: ENCLOSED

SCOPE OF WORK: DEMOLITION AND REMOVAL OF EXISTING STRUCTURES AND DEBRIS ON 147-ACRE TRACT OF LAND IN SOUTHWESTERN PORTION OF SUMTER COUNTY, SOUTH CAROLINA

QUESTION DEADLINE: ANY QUESTIONS MUST BE RECEIVED BY **February 27, 2023 AT 12:00 P.M.** QUESTIONS MUST BE DIRECTED IN WRITING TO: levy@slcog.org

RFB SUBMISSION: SANTEE-LYNCHES REGIONAL COUNCIL OF GOVERNMENTS PHYSICAL AND MAILING ADDRESS:
2525 CORPORATE WAY, SUITE 200
SUMTER, SC 29154

OUTSIDE OF ENVELOPE MUST BE MARKED:
“RFB #2023-001 RIMINI TRACT DEMOLITION”

BID SUBMISSION DEADLINE: **February 27, 2023, by 12:00 P.M.**

THE INFORMATION BELOW MUST BE FULLY COMPLETED AND SIGNED FOR A BID TO BE VALID

By signing this Statement, I certify that we (firm) will comply with all requirements contained within the RFB.

AUTHORIZED SIGNATURE	PRINTED NAME	DATE	
FULL LEGAL COMPANY NAME	DUNS NUMBER		
MAILING ADDRESS			
CITY	STATE	ZIP CODE	PHONE
EMAIL			

REQUEST FOR BIDS

RFB #2023-001

INVITATION

On behalf of Santee-Lynches Regional Development Corporation (SLRDC)/Pinewood Development Authority (PDA), the Santee-Lynches Regional Council of Governments (SLRCOG) seeks to engage qualified contractors to demolish and remove structures and to remove and dispose of existing debris as stated in the RFB, on properties identified. SLRCOG reserves the right to reject any or all submittals not deemed responsive. Selection will be based upon the proposed cost of services outlined within this RFB, subject to the bidder providing proof of the minimum qualifications as defined.

Bids will be received until **12:00 P.M., local time, February 27, 2023** after which time will be publicly opened and read. To qualify for consideration, **one (1) original** of your bid must be received by the office designated above by **the stated deadline**. It is the sole responsibility of the Bidder to see that the bid is received before the submission deadline. The Bidder shall bear all risks associated with delays in the U.S. mail or delivery service. Late bids **will not** be considered. **Bids shall be accepted in person, by U.S. Mail or by private courier service.** **NO** bid shall be accepted via oral or email communication, telephone, or fax transmission. Bids will be opened on February 28, 2023 in the presence of two (2) witnesses. Only the names of Bidders will be disclosed at that time.

A review panel will subsequently review and evaluate the bids according to the criteria outlined this Request for Bids.

This solicitation does not commit Santee-Lynches RCOG to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services. SLRCOG reserves the right to accept or reject, any, all, or any part of offers received as a result of this request, or to cancel in part or in its entirety this Request for Bids if it is in the best interests of SLRCOG to do so.

Any requests for clarification or additional information deemed necessary by any Bidder to present a proper bid proposal must be submitted in writing by 12:00 PM on February 17, 2023 as follows:

Mail to:

**Santee-Lynches Regional COG
Attn: Workforce Manager, Workforce Development
2525 Corporate Way, Suite # 200
Sumter SC 29154**

Written questions or requests for clarification must be received before the question deadline stated above. Any request received **after** the above stated deadline **will not** be considered. All requests received prior to the above deadline will be responded to in writing in the form of an addendum addressed and emailed to all prospective bidders.

Restrictions Applicable to Offers: Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the South Carolina State Ethics Act. After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the using governmental unit or its employees, agents or officials.*** Any communication regarding the submission, evaluation, or award must be solely addressed to the procurement coordinator, or designee. This restriction may be lifted by express written permission from the procurement coordinator.

The proposal will be awarded based on Santee-Lynches' total requirements, to one (1) vendor.

ORGANIZATION BACKGROUND

Established in 1969, Santee-Lynches Regional Council of Governments is a state-chartered agency which provides a wide range of services to citizens, county governments, and municipalities within Clarendon, Kershaw, Lee, and Sumter counties. Santee-Lynches operates under the guidance of a twenty-nine-member Board of Directors comprised of elected officials and citizens-at-large from the four (4) county area and is one of ten such regional agencies in South Carolina.

PURPOSE OF REQUEST

The Santee-Lynches Regional Development Corporation (SLRDC), acting as an agent for the Pinewood Development Authority (PDA), is inviting bids to perform demolition and removal of existing structures and debris on a 147-acre tract (10 parcels) of land adjacent to Pack’s Landing Road in the southwestern portion of Sumter County, South Carolina, herein referred to as the “Rimini Tract” and detailed below.

Sumter County
TMS# 113-00-01-005
TMS# 113-00-01-011
TMS# 113-00-01-012
TMS# 113-00-01-014
TMS# 113-00-01-015
TMS# 113-00-01-016
TMS# 113-00-01-017
TMS# 113-00-01-018
TMS# 113-00-01-019
TMS# 113-00-01-020

ROLE OF CONTRACTOR/SCOPE OF WORK

The Responsibilities include, but are not limited to:

General Requirements:

1. The Contractor will be responsible for demolition, removal, and proper disposal of structures, their contents and debris from the Rimini Tract.
2. The Contractor will be responsible for removing all debris and trash from the entire lot, and the lot is to be left clean of any non-natural debris and with all areas being accessible.
3. The Contractor will be responsible for all costs related to transport and proper disposal of all demolition debris.
4. The Contractor will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory agencies.

5. Caution and care must be exercised to prevent damage to adjacent structures, and to ensure that any existing businesses can operate normally without significant disruption during demolition activities.
6. The Contractor will be responsible for all temporary facilities necessary to successfully complete the project- to include, but not limited to, portable restrooms, temporary power, temporary water, site fencing, site security, etc.

MINIMUM QUALIFICATIONS

SLRCOG reserves the right to make the final determination as to the proposer's ability to provide the products and/or services requested herein. The selected bidder must possess the following minimum qualifications. Proof of below qualifications must be provided to SLRCOG upon request:

1. Must provide proof of active registration on the System for Award Management (www.SAM.gov)
2. Active registration on the System for Award Management (www.SAM.gov) must remain active during the entire contract period.
3. Must not be debarred from conducting business within the State of South Carolina
4. Must possess liability and property damage insurance equal to or greater than \$1,000,000 per occurrence.
5. Must possess workers' compensation insurance equal to or greater than \$1,000,000 per occurrence.
6. Respondents shall provide proof of these qualifications as well as examples of similar work completed, as requested.

If your firm will be hiring sub-contractors, please clearly state this in your bid and identify the degree of work that any subcontractor will be performing. Sub-contractors should also be available for interview. Sub-contractors are also required to be registered with the Federal System for Award Management (SAM) and not on the excluded parties list (www.sam.gov), prior to performing any work on this project.

If your price excludes certain fees or charges, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees.

Retainage of ten percent (10%) of all reimbursements will be held until a final audit has been satisfactorily completed, if such action is in the best interest of the organization.

WORK EXECUTION

Certain work may require road closure. The Contractor shall be solely responsible for pedestrian and vehicular safety and shall provide warning devices, barricades, and ground personnel needed to provide safety, protection and warning to persons and vehicular traffic within the area in accordance with Sumter County and SCDOT Standards.

Cleanup: All work debris shall be cleaned up each day before the work crew leaves the site unless given permission by SLRCOG to do otherwise. Unless directed otherwise, it shall be the responsibility of the Contractor to remove and lawfully dispose of all debris resulting from project

activities. The Contractor is responsible for ensuring that all work is done in a safe and responsible manner. Any damage done to either County or private property shall be the responsibility of the contractor to repair or to make arrangements to repair with the approval of SLRCOG. This shall be done prior to final payment of contract.

Supervision: This Contract is under the direct supervision of SLRCOG and its authorized representative. Any alterations or modifications of the work performed under the contract shall be made only by written agreement between the Contractor and SLRCOG and shall be made prior to the commencement of the altered work. No claims for extra work or materials will be allowed unless covered by written agreement.

Work Crew Supervision: The Contractor shall provide qualified supervision of each crew at all times while working under the Contract. Each Foreman and Superintendent shall be authorized by the Contractor to accept and act upon all directives issued by SLRCOG.

FINANCIAL REPORTING

Invoicing is due by the 10th of the month following the month services are rendered.

SOLICITATION AVAILABILITY

Bidders may obtain a copy of the bid document from <https://www.santeelynychescog.org/rfpsbids> beginning **January 12, 2023**.

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid invitation is required.
2. Bids, amendments thereto or withdrawal requests must be received by the time advertised for bid opening to be timely filed. It is the vendor's sole responsibility to ensure that these documents are received by the person (or office) at the time indicated in the solicitation document. Any withdrawal request received after time of opening shall be governed by regulation 19-445.2085.
3. When specifications or descriptive papers are submitted with bid invitation, enter bidder's name thereon.
4. Submit your signed bid on attached bid form. Show bid number on envelope as instructed. Santee-Lynches RCOG assumes no responsibility for unmarked or improperly marked envelopes. **DO NOT INCLUDE MORE THAN ONE BID INVITATION PER ENVELOPE.** If directing any other correspondence address the envelope to the procurement office but do not include the bid number on this envelope since it does not include your bid.
5. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-4, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. Tie bids will be resolved as outlined in Section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.
8. Any vendor desiring to exercise protest rights under Section 11-35-4210 as amended must direct all correspondence to the Executive Director, Santee-Lynches Regional Council of Governments (SLRCOG), 2525 Corporate Way, Ste 200, Sumter, SC 29154, email dcyphers@slcog.org.
9. SLRCOG reserves the right to award this solicitation by line item, by lot, or by total using the award method that is in best interest of SLRCOG unless stated otherwise elsewhere in this solicitation.
10. Drug Free Workplace: (Note: This clause applies to any resultant contract of \$50,000 or more) The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 953, 1990 Acts and Joint Resolutions). By submission of a signed a solicitation, you are certifying that you will comply with this act. (See Section 44-107-30). This will certify your compliance with the Act.

GENERAL PROVISIONS

1. Santee-Lynches Regional Council of Governments reserves the right to reject any and all bids and to cancel the solicitation.
2. **BIDDERS QUALIFICATIONS:** Bidders must, upon request of SLRCOG furnish satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of these specifications. SLRCOG reserves the right to make the final determination as to bidder's ability to provide services requested herein.
3. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing. Santee-Lynches RCOG shall not be legally bound by any amendment or interpretation that is not in writing.
4. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
5. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bids. All items unless otherwise stated will be assumed to meet all specifications and requirements as set forth in the Invitation for Bids. Ambiguous bids which are uncertain as to terms, delivery, or compliance with specifications may be rejected or otherwise disregarded.
6. **REJECTION:** SLRCOG reserves the right to reject any bid that contains prices for services that are unreasonable when compared to the same or other bids if such action is in the best interest of SLRCOG & the SC Works Sumter Comprehensive Center.
7. **COMPETITION:** This solicitation is intended to promote competition. If the 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 Santee-Lynches RCOG in writing so as to be received prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.
8. **CORRECTION OF ERRORS ON THIS BID FORM:** All prices and notations should be printed in ink or type-written. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time of opening.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, Santee-Lynches reserves the right to purchase any and all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assess charge has been satisfied.
2. **NON-APPROPRIATIONS:** All Bidders are notified that the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted SLRCOG reserves the right to terminate any RFB; any contract awarded hereunder or modify any contract or this RFB accordingly. SLRCOG makes no representations that any contract will be awarded to any Bidder responding to this RFB.
3. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to Areatha Clark, Deputy Executive Director and Chief, Workforce Development Department, Santee-Lynches Regional COG, 2525 Corporate Way, Ste 200, Sumter, SC 29154.
4. **FORCE MAJURE:** The Contractor shall 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 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 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 the fault or negligence of either of them, the contractor shall 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. **SAVE HARMLESS:** The successful bidder shall indemnify and save harmless Santee-Lynches Regional COG officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright infringement or claim is based upon the Bidder's use of material furnished to Santee-Lynches RCOG.
6. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by the User.
7. **S.C. LAW CLAUSE:** Upon award of a contract 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, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or

to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

8. **TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by Santee-Lynches RCOG providing a 30 day advance notice in writing is given to the contractor.
 - a. **Termination for Convenience:** In the event that this contract is terminated or cancelled upon request and for the convenience of SLRCOG without the required thirty (30) days advance written notice, then SLRCOG may negotiate reasonable termination costs, if applicable.
 - b. **Termination for Cause:** Termination by SLRCOG 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 bid shall apply. (See General Conditions No. 1).
9. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard or discrimination of protected classes.
10. **RESTRICTION/LIMITATIONS:** No purchases are to be made from this contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this contract.
11. **INDEMNIFICATION:** Contractor shall protect, indemnify and hold harmless Santee-Lynches Regional Council of Governments (SLRCOG), it's Board, Officers, employees or its respective agents from and against any loss, cost, damage or expense, including without limitation, reasonable attorneys' fees relating to or arising out of injury or death to a person or damage to property, including work in progress or any claims against SLRCOG, it's Board, Officers, employees or it's respective agents caused by or alleged to be caused by any negligent act, error or omission of Contractor or any subcontractor retained by or through Contractor or any of their employees, workmen, servants or agents. Contractor further agrees to protect, indemnify and hold harmless SLRGOG or their respective agents from any and all penalties imposed on account of the violation of any law, rule or regulation by Contractor or any Contractor's employees, workmen, servants or agents. The indemnification provisions in this section shall survive termination of this Agreement.
12. **OTHER INFORMATION:** State and Federal funds received by SLRCOG will be used as a component of the overall funding. Accordingly, the selected firm will be required to comply with all applicable State/Federal regulations and contracting provisions required by the State and Federal funding authority, including 49 CFR Part 31 – Allowable Costs, Civil Rights, Disadvantaged Business Enterprises (DBE), and other applicable assurance provisions. In addition, the contract must be in compliance with federal, state, and local requirements applicable to such contracts.

13. **INSURANCE REQUIREMENTS** Contractor will maintain public liability insurance policy with respect to the requirements of this contract, naming SLRCOG as an additional insured, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence based with respect to both bodily injury and property damage. Contractor shall deliver to SLRCOG a certificate of insurance naming SLRCOG as additional insured at least fifteen (15) days prior to the commencement of the term of this contract and a renewal certificate at least fifteen (15) days prior to the expiration of the certificate. Said certificates must provide for thirty (30) days' notice to SLRCOG in event of material change or cancellation.

STANDARD TERMS AND CONDITIONS

SCOPE: THE FOLLOWING TERMS AND CONDITIONS WILL PREVAIL UNLESS OTHERWISE NOTIFIED BY SANTEE-LYNCHES COUNCIL OF GOVERNMENTS WITHIN THIS REQUEST FOR PROPOSALS DOCUMENT. SANTEE-LYNCHES RESERVES THE RIGHT TO REJECT ANY PROPOSAL WHICH TAKES EXCEPTION TO THESE TERMS AND CONDITIONS.

DEFINITIONS USED HEREIN:

- A. "PROPOSAL REQUEST" MEANS A SOLICITATION OF A FORMAL SEALED REQUEST FOR PROPOSALS
- B. "VENDOR" MEANS VENDOR
- C. "PROPOSAL" MEANS THE SUBMISSION OF QUALIFICATIONS AND COST PROPOSAL OFFERED BY THE VENDOR
- D. "SANTEE-LYNCHES" MEANS SANTEE-LYNCHES REGIONAL COUNCIL OF GOVERNMENTS

COMPLETING PROPOSAL: ALL INFORMATION MUST BE LEGIBLE. ANY AND ALL CORRECTIONS AND/OR ERASURES MUST BE INITIALED. AUTHORIZED VENDOR MUST SIGN THE PROPOSAL AND REQUIRED INFORMATION MUST BE PROVIDED.

CONFIDENTIALITY OF PROPOSAL INFORMATION: EACH PROPOSAL MUST BE IN A SEALED ENVELOPE AND CLEARLY MARKED TO PROVIDE CONFIDENTIALITY OF THE PROPOSAL INFORMATION PRIOR TO THE OPENING. SUPPORTING DOCUMENTS AND/OR DESCRIPTIVE LITERATURE MAY BE SUBMITTED WITH THE PROPOSAL OR IN A SEPARATE ENVELOPE MARKED LITERATURE FOR RFB (NUMBER). DO NOT INDICATE PRICES ON LITERATURE.

ACCURACY OF PROPOSAL: EACH PROPOSAL IS MADE PUBLIC RECORD OF SANTEE-LYNCHES AFTER AWARD. THEREFORE, IT IS NECESSARY THAT ANY AND ALL INFORMATION PRESENTED IS ACCURATE AND/OR WILL BE THAT BY WHICH THE VENDOR WILL COMPLETE THE CONTRACT.

SUBMISSION OF PROPOSAL: PROPOSALS ARE TO BE SEALED AND SUBMITTED TO SANTEE-LYNCHES VIA MAIL TO OR HAND CARRY TO 2525 CORPORATE WAY, SUITE 200, SUMTER, SC 29154, PRIOR TO THE DATE AND TIME INDICATED ON THE COVER SHEET.

ADDENDA: ALL CHANGES IN CONNECTION WITH THIS PROPOSAL WILL BE ISSUED BY SANTEE-LYNCHES IN THE FORM OF A WRITTEN ADDENDUM WHICH WILL BE PUBLISHED ON THE SANTEE-LYNCHES WEBSITE AT WWW.SANTEELYNCHESCOG.ORG. SIGNED ACKNOWLEDGMENT OF RECEIPT OF EACH ADDENDUM MUST BE SUBMITTED WITH THE PROPOSAL. A PROPOSAL RECEIVED WITHOUT ACKNOWLEDGEMENT OF ADDENDUM WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR THE PROPOSAL.

LATE PROPOSALS AND MODIFICATIONS OR WITHDRAWALS: PROPOSALS RECEIVED AFTER THE DEADLINE DESIGNATED IN THIS RFB WILL NOT BE CONSIDERED. PROPOSALS MAY BE WITHDRAWN OR MODIFIED PRIOR TO THE DEADLINE DATE AND TIME INDICATED FOR SUBMISSION ON THE COVER SHEET.

PROPOSALS CONDITION OF PRICE: ALL COST PROPOSALS SUBMITTED SHALL REMAIN EFFECTIVE FOR A MINIMUM PERIOD OF 90 DAYS, OR UNTIL CONTRACT HAS BEEN AWARDED. THEREAFTER, THE CONTRACT PRICE SHALL REMAIN EFFECTIVE FOR THE TERM OF THE CONTRACT.

INSURANCE: THE CONTRACTOR SHALL PROCURE, MAINTAIN, AND PROVIDE PROOF OF, INSURANCE COVERAGE FOR INJURIES TO PERSONS AND/OR PROPERTY DAMAGE AS MAY ARISE FROM OR IN CONJUNCTION WITH, THE WORK PERFORMED ON BEHALF OF SANTEE-LYNCHES BY THE CONTRACTOR, HIS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS AT THEIR OWN EXPENSE. PROOF OF COVERAGE SHALL BE SUBMITTED PRIOR TO ENTERING INTO THE CONTRACT AND SUCH COVERAGE SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF THE CONTRACT PERIOD FOR OCCURRENCE POLICIES. CLAIMS MADE POLICIES MUST BE IN FORCE OR THAT COVERAGE PURCHASED FOR THREE (3) YEARS AFTER CONTRACT COMPLETION DATE.

NEW MATERIALS, SUPPLIES OR EQUIPMENT: UNLESS OTHERWISE SPECIFIED, ALL MATERIALS, SUPPLIES OR EQUIPMENT OFFERED BY A VENDOR WILL BE NEW, UNUSED, OF RECENT MANUFACTURE, FIRST CLASS IN EVERY RESPECT, AND SUITABLE FOR THEIR INTENDED PURPOSE. ALL EQUIPMENT WILL BE ASSEMBLED AND FULLY SERVICED, READY FOR OPERATION WHEN DELIVERED.

WARRANTY: SUPPLIES OR SERVICES FURNISHED AS A RESULT OF THIS PROPOSAL WILL BE COVERED BY THE MOST FAVORABLE COMMERCIAL WARRANTIES, EXPRESSED OR IMPLIED, THAT THE VENDOR AND/OR MANUFACTURER GIVES TO ANY CUSTOMER. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE IN ADDITION TO AND DO NOT LIMIT ANY RIGHTS AFFORDED TO SANTEE-LYNCHES BY ANY OTHER CLAUSE OF THIS PROPOSAL. SANTEE-LYNCHES RESERVES THE RIGHT TO REQUEST FROM VENDORS A SEPARATE MANUFACTURER CERTIFICATION OF ALL STATEMENTS MADE IN THIS PROPOSAL.

METHOD OF AWARD AND NOTIFICATION: THOSE PROVIDING ALL REQUIREMENTS WILL BE CONSIDERED RESPONSIVE PROPOSALDERS. THE LOWEST RESPONSIBLE/RESPONSIVE PROPOSALDER WILL ENTER INTO A CONTRACT WITH THE LEAD ENTITY OF SUMTER COUNTY(SANTEE-LYNCHES) FOR THE DESCRIBED WORK.

CREDIT TERMS: VENDOR WILL INDICATE ALL DISCOUNTS FOR FULL AND/OR PROMPT PAYMENT. DISCOUNT WILL BE CONSIDERED AS A COST FACTOR IN THE DETERMINATION OF AWARD, EXCEPT DISCOUNTS OFFERED FOR PAYMENT WITHIN LESS THAN TEN (10) CALENDAR DAYS. DISCOUNTS OFFERED WILL BE COMPUTED FROM DATE OF RECEIPT OF CORRECT INVOICE OR RECEIPT AND ACCEPTANCE OF PRODUCTS, WHICHEVER IS LATER.

SELLER'S INVOICE: INVOICE WILL BE PREPARED AND SUBMITTED IN DUPLICATE TO ADDRESS SHOWN ON THE PURCHASE ORDER. SEPARATE INVOICES ARE REQUIRED FOR EACH PURCHASE ORDER. INVOICE WILL CONTAIN THE FOLLOWING GENERAL

INFORMATION, PURCHASE ORDER NUMBER, ITEM NUMBER, DESCRIPTION OF SUPPLIES OR SERVICES, SIZES, UNIT OF MEASURE, QUANTITY, UNIT PRICE AND EXTENDED PRICE.

SAFETY: ALL PRACTICES, MATERIALS, SUPPLIES, AND EQUIPMENT WILL COMPLY WITH THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT, AS WELL AS ANY PERTINENT FEDERAL, STATE AND/OR LOCAL SAFETY OR ENVIRONMENTAL CODES. IT IS THE RESPONSIBILITY OF THE VENDOR TO PROVIDE MATERIAL SAFETY DATA SHEETS FOR PRODUCT(S) REQUIRING THE SAME.

DISCLAIMER OF LIABILITY: SANTEE-LYNCHES AND/OR ANY OF ITS AGENCIES, WILL NOT HOLD HARMLESS OR INDEMNIFY ANY VENDOR FOR ANY LIABILITY WHATSOEVER.

HOLD HARMLESS: THE CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD SANTEE-LYNCHES, ITS OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, PENALTIES, DAMAGES, SETTLEMENTS, COSTS CHARGES, PROFESSIONAL FEES OR OTHER EXPENSES OR LIABILITIES OF EVERY KIND AND CHARACTER ARISING OUT OF OR RELATING TO ANY AND ALL CLAIMS, LIENS, DEMANDS, OBLIGATIONS, ACTIONS, PROCEEDINGS OR CAUSE OF ACTION OF EVERY KIND AND CHARACTER IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT AND/OR THE PERFORMANCE HEREOF, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY AND ALL SUCH CLAIMS, ETC., RELATING TO PERSONAL INJURY, INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, (OR APPLICATION FOR ANY THEREOF) OR OF ANY OTHER TANGIBLE OR INTANGIBLE PERSONAL OR PROPERTY RIGHT, OR ACTUAL OR ALLEGED VIOLATION OF ANY APPLICABLE STATUTE, ORDINANCE, ADMINISTRATIVE ORDER, RULE OR REGULATION, OR DECREE OF ANY COURT WILL BE INCLUDED IN THE INDEMNITY HEREUNDER. THE CONTRACTOR FURTHER AGREES TO INVESTIGATE, HANDLE, RESPOND TO PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, ETC. AT HIS/HER SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF SUCH CLAIM IS GROUNDLESS, FALSE OR FRAUDULENT.

LAW GOVERNING: ALL CONTRACTUAL AGREEMENTS WILL BE SUBJECT TO, GOVERNED BY, AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF SOUTH CAROLINA AND THE SOUTH CAROLINA DEPARTMENT OF COMMERCE.

ANTI-DISCRIMINATION CLAUSE: NO VENDOR TO THIS REQUEST WILL IN ANY WAY, DIRECTLY OR INDIRECTLY, DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, HANDICAP, SEX, NATIONAL ORIGIN, OR RELIGIOUS CREED.

SANTEE-LYNCHES REGIONAL COUNCIL OF GOVERNMENTS IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

BID FORM

Bidder Name: _____

The undersigned hereby offers to furnish all services, materials, supplies, equipment, labor and supervision necessary to complete this request for SLRCOG.

BID PRICES:

Task	Cost
Demolition of Existing Structures	
Removal of All Debris on Rimini Tract	

Respectfully submitted this ____ day of _____ 2023.

Company Name _____

Authorized Signature _____

Name and Title (type or print) _____

Business Address _____

Telephone Number _____ Fax Number _____

Contractor's Federal Tax I.D. No. _____

Principal of Company (e.g., Name of President, General Partner, Owner, etc.)

Insurance Amounts: _____

AFFIDAVIT I

AFFIDAVIT OF NON-COLLUSION

I, _____, depose and say that I am the

_____ of _____,

who

(“President”, “Vice-President”, etc.)

(Insert name and address of proposing organization)

submits this proposal to Santee-Lynches and hereby declares that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and that the applicant had to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal, and that the applicant has not in any manner sought by collusion to secure for himself in advantage over any other applicant.

_____ at _____
Date City, State

Affix Corporate Seal:

I certify or declare under penalty of perjury that the foregoing is true and correct.

Signature

AFFIDAVIT II

ALL ORGANIZATIONS MUST COMPLETE THE FOLLOWING AFFIDAVIT AS TO NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES.

The undersigned representatives do hereby certify that the applicant or contractor does and will continue to comply with Title VI of the Civil Right Acts of 1964 (42USCS2000d) and all other applicable federal, state and local statutes relative to non-discrimination.

The undersigned further recognizes that the Santee-Lynches Regional Council of Governments may not contract with any organization which is not in compliance with these assurances. No person shall on the grounds of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded in whole or in part with funds available from the federal government.

Organization

Location (address)

City, State and Zip Code

Officer's Signature

Officer's Title with Organization

Date