

DARLINGTON COUNTY PROCUREMENT

**IFB: The Jacob Kelley House
01-09-01-2017**



*Darlington County Procurement Office
Portia E. Davis, Procurement Analyst
1 Public Square, RM 210; Darlington, SC 29532
Telephone: 843-944-8275, Email: pdavis@darcosc.net*

I. INTRODUCTION

County of Darlington, South Carolina is requesting bids from qualified firms to restore the Jacob Kelley House located at 2585 Kelleytown Rd. Hartsville, SC. The restoration will be for the house, the cook house and the corn crib. This is not an all or none solicitation and may be awarded all or in part, whichever is most beneficial and cost effective for the County.

II. HISTORY

The Jacob Kelley House is in the Kelleytown community of Hartsville, South Carolina. **Jacob Kelley**, a settler who founded the farming community in the early nineteenth century, built this home in the late 1820s as a one story log cabin. A second story was added between 1830 and 1840. One interesting architectural feature of this home is that no plaster was used; the walls are all made of hand-planed boards. An original mantel still graces the interior, made of heart pine. The architectural style of the Jacob Kelley House is known as an I-house, popular in the mid-nineteenth century. It earned this appellation due to its prominence in states beginning with the letter I - Indiana, Illinois, and Iowa. However, the style originally came about in England during the 1600s and, here in America, can be seen in a variety of southern and mid-Atlantic states.

In 1865 the house was used as headquarters for Union Major General John E. Smith. Remarkably, the home survived the Civil War despite the US Army having been charged with destroying everything in the area as well as taking over the nearby mills. The legend states that Jacob Kelley was authorized to guard the community's valuables during the war. To do so, he took all of Kelleytown's silver and gold and protected it on an island in what is now called Segars Mill Pond. After being restored in 1970 and again in 1996, the Jacob Kelley House currently operates as a house museum. The rooms are adorned with period furniture, and docents wear clothing from the Civil War era. Visitors are treated to an authentic farm settlement experience and are told the story of the Union occupation within the walls where it took place.

III. SCOPE OF WORK

As the County realizes that you may not be able to restore the building as it once was exactly; we do want to keep it as close as possible to keep the same structure and color. The County would like to preserve this building to have as much restorations done to meet the original specs as possible. The Contractor shall furnish all labor, services, materials, equipment, machinery, tools, supplies and all other things necessary to do all work required for the completion of each item of the work and as herein specified. The Jacob Kelley House is listed on our tax records as a commercial property and all permits will be needed as such. ****A mandatory pre-bid walk through is scheduled for August 17, 2017 at 11:00 AM at 2585 Kelleytown Rd. Hartsville, SC 29550**

1. The House

Structural

- Considering the house will be 200 years old in 2020, the general structure is in exceptional shape.
- The shake roof of the house forces this work to be done from the inside.

Aesthetics

- There are a few unpainted boards on the porches that need replacing.
- There are a few places where the siding has begun to rot.
- The fence needs painting, and replacing boards that are rotten.

Chimneys

- The eastern chimney has pulled away from the main body of the house.

Windows

- Windows are unpainted and need to re-glaze the glass.
- Some windows are in critical shape with panes falling out.
- Shutters are beginning to deteriorate to the point that they need attention. The shutters are the main defense for the windows and take the full force of the elements. **SEE ATTACHEMENT Pictures**

2. The Cook House

- The interior and understructure is solid. There are open holes in the shake roof, causing major intrusion of water and significant wood deterioration along the outer roofline or soffits. This water problem is also evident along the bottom of the wall where the siding is rotten. **SEE ATTACHEMENT Pictures**

3. The Corn Crib

- The corn crib is also in need of a new shake roof. The main seals have some serious deterioration and walking inside the structure is not recommended.
- Log deterioration has caused the side and back walls to sag. The ridgeline of the roof does show signs of separation. **SEE ATTACHEMNT Pictures**

IV. SUBMISSION PROCEDURES, REQUIREMENTS

Submittals

All submissions must be received by **3:00 PM on September 01, 2017** and delivered to Darlington County Procurement Analyst, 1 Public Square, Room 210, Darlington, S.C. 29532. If the submission is late, the invitation for bid will be rejected. There will be no exceptions. Responders submitting bids shall be responsible for all cost of preparing such. Responders to this Invitation for Bid shall closely examine the specific requirements noted herein and the attached Terms and Conditions and submit one (1) original document of their bid to the address listed below. To ensure acceptance of the bid, the Bid number (**IFB# 01-09-01-2017**) should be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered. Send to:

**Darlington County
Attn: Procurement Analyst
1 Public Square, Room 210
Darlington, South Carolina 29532
IFB # 01-09-01-2017**

****A mandatory pre-bid walk through is scheduled for August 17, 2017 at 11:00 AM at 2585 Kelleytown Rd. Hartsville, SC 29550**

License and Permits

The contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or Darlington County. The Jacob Kelley House is listed as a commercial property and all permits will be required for commercial general contractors.

V. STATEMENT OF QUALIFICATIONS

Vendors shall also include the following qualifications:

1. Responsiveness to this Invitation for Bid.
2. Names and contact information of three businesses for which contractor has provided, during the last three years, similar services for at least one year.
3. References
4. Bidder shall disclose any current adverse business circumstances, including litigation that might adversely affect this project.
5. Vendor must be at the mandatory pre-bid walk through to bid on this project.

VI. REFERENCES

Inquiries and Addenda

In general, no answer will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the drawings or other contract documents or the equality or use of products or methods other than those designated or described on the drawings or in the specifications therein. Any information given to bidders other than by means of the drawings and other contract documents, including addenda, as described below, is given informally, for information and the convenience of the bidder only, and is not guaranteed. The bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the bidder to assess any claim or demand against the Darlington County, or the Historical Commission thereof.

All questions concerning this bid are to be submitted in writing via fax, electronic mail, or regular mail to Portia E. Davis, Procurement Analyst, to the address listed below, no later than **August 22, 2017 by 1:00 PM**. Please refer all questions in writing about this Bid to:

Darlington County
Attn: Procurement Analyst
1 Public Square, Room 210
Darlington, South Carolina 29532
Phone: (843) 398-4100
Fax: (843) 393-8539
E-mail: pdavis@darcosc.net

All inquiries and responses will be distributed to all vendors known to have received the Bid document. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this quote.

Addenda

This Invitation for Bid represents the most definite statement Darlington County will make concerning information upon which quotes are to be based. Any changes to this bid will be in the form of a written addendum, which will be furnished to all vendors who are listed with the County as having received a request for bid document. No addenda will be issued later than five (5) working days prior to the date for receipt for bid except an addendum which, if necessary, postpones the date for receipt of bid or cancels this bid. Vendors shall acknowledge receipt of all addenda with their bid.

VII. GENERAL INFORMATION

Bidders are required to submit their bids upon the following express conditions which shall apply to and be deemed a part of every bid received.

Bidders must satisfy themselves by personal examination of the site of the work and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the work, the difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid.

A. Proprietary Information

The County of Darlington is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Invitation for Bid are subject to requirements of the Freedom of Information Act and may be deemed public records.

B. Errors and Omissions

The Responder will not be allowed to take advantage of any errors or omissions in the Invitation for Bid. Where errors or omissions appear in the Bid, the Responder shall promptly notify the County of Darlington in writing of such error or omission it discovers. Any significant error, omission and/or inconsistency in the specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.

C. Withdrawal of Bid

An official representative of a Responder may withdraw a Responder's response at any time prior to the proposal submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.

D. Non-Endorsement

If the County awards contract, the successful Responder shall not issue any news release or other statement relating to the award or servicing of the agreement which state or imply the County of Darlington's endorsement of the successful Responder's services.

E. Right of Refusal

Darlington County, South Carolina (the "Owner") reserves the right to reject any or all bids or to award or refrain from awarding the contract for the work, to request additional information, and to interview, whichever is deemed to be in the Owner's best interests. All submittals shall become the property of the Owner and are subject to the Freedom of Information Act (FOIA) regulations.

VIII. INSURANCE

The contractor shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST on all policies of insurance except Worker’s Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Darlington. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.

- A. Certificates for all such policies of insurance shall be provided by the **Contractor's** insurance agent or broker to the **County** within 10 working days from the date of Notice of Award.
- B. **Contractor** will provide **County** a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
- C. **Contractor** agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Comprehensive General Liability:

\$1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policy shall contain a waiver of subrogation against the County of Darlington, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from this coverage will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.

IX. TIME LIMITS AND TIME CHARGE

The Contractors shall commence with the work within ten (10) days after receipt of "Notice to Proceed" from Darlington County. Time is of the essence for this contract of the work. The continuous rain will deteriorate the Jacob Kelley House even more. It is essential that the work be pressed vigorously to completion. A time charge of two hundred dollars (\$200.00) per day will be made against the Contractor for each and every day (Saturdays, Sundays and legal holidays excluded) that the work is not in progress beyond fourteen (14) calendar days (no days excluded) after the Contractor has been notified to commence with the work. The amount of time charge will be deducted from the monthly and final payments due the Contractor as these are made.

X. LOCAL PREFERENCES

A vendor shall be a resident of this county. If the vendor is an individual, partnership, or corporation that is authorized to do business within the state, an office must be maintained in Darlington County and all taxes assessed must be paid. During the bid evaluation process, any vendor who meets the criteria for local preference and the evaluation team feels that the county will gain value; will have their bid price reduced by 5 percent. **The local vendor will be required to match the lowest bid submitted by the non-local responsive bid.** If all bids received are local vendors; then the 5 percent preferences will not be calculated. (Sec. 46-61)

XI. ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the

applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

XII. IRAN DIVESTMENT ACT

Pursuant to the Iran Divestment Act of 2014, S.C. Code Ann. §§ 11-57-10, *et seq.*, the Executive Director of the State Budget and Control Board (SC State Fiscal Accountability Authority, Division of Procurement Services effective July 1, 2015) has published a list of persons determined to engage in investment activities in Iran. The list identifies entities that are ineligible to contract with the State of South Carolina or any political subdivision of the State, including state agencies, public universities, colleges and schools, and local governments. The Iran Divestment Act of 2014.

Intent to Respond

REF: **IFB: The Jacob Kelley House 01-09-01-2017**

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Darlington County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at <http://www.darcosc.com/departments/purchasing/index.php> select Active Bid List of the current year and click on the solicitation.

Our firm **does** intend on responding to this solicitation.

Our firm **does not** intend on responding to this solicitation.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

FAX: _____

E-Mail: _____

Please return this completed form to Portia E. Davis, Procurement Analyst:

- by e-mail to pdavis@darcosc.net
- or by FAX to (843)393-8539

MANDATORY RFP SUBMITTAL FORM

IFB# 01-09-01-2017

The Jacob Kelley House

The undersigned, on behalf of the vendor, certifies that: (1) this Proposal is made without previous understanding, agreement or connection with any person, firm or corporation making an offer on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered (4) they have read the complete IFB understand all provisions: (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be the offeror's responsibility.

- 1. Name of Company submitting proposal

- 2. Three (3) Customer References for similar size and scope of services:

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
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Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

4. FEIN or Social Security Number:

5. Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from

receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

6. Does your individual or company structure require the filing of a Form 1099 to the IRS on the part of Darlington County, SC? **Yes** **No**

7. Will you honor the submitted prices for purchase by other departments within Darlington County and by other government entities who participate in cooperative purchasing with Darlington County, South Carolina?

Yes **No**

8. Acceptance of Invitation for Bid Content: The contents of the successful IFB/RFP are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

9. **RENEWAL OF CONTRACT**

The County reserves the right, at its sole option, to renew this contract for up to four (4) one year additional terms. Pricing for additional terms shall be based on the Consumer Price Index (CPI) as published by the United States Bureau of Labor Statistics. Will you honor the CPI for future term pricing?

Yes **No**

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Darlington County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

10. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

Yes **No**

11. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor’s submittal to be declared null and void.

12. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 02-06-30-2017 were received.

13. MINORITY PARTICIPATION [INFORMATION ONLY]

(a) Is the bidder a South Carolina Certified Minority Business? **Yes** **No**

(b) Is the bidder a Minority Business certified by another governmental entity?

Yes **No**

If so, please list the certifying governmental entity: _____

(c) Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

Yes **No**

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____%

(d) Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

Yes **No**

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?
_____%

(e) If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

14. **ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008):** (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

15.

INFORMATION ONLY:

- Our company accepts VISA government procurement cards.
- Our company does not accept VISA government procurement cards.

16. Date _____

NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Please be sure to provide the requested number of copies of all offeror provided attachments. Thank you.

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DARLINGTON COUNTY, SOUTH CAROLINA , a Body Politic and Corporate and a Political Subdivision of the State of South Carolina	MAIL OR HAND CARRY TO: DARLINGTON COUNTY PROCUREMENT ANALYST 1 PUBLIC SQ. RM 210 DARLINGTON, SC 29532 TELEPHONE NO 843-398-4100	
SEALED BID NO. 01-09-01-2017 The Jacob Kelley House	BIDS ARE DUE ON September 01, 2017 AT 3:00 PM. Bids cost must remain valid (90) ninety days from bid opening date.	

LEGAL COMPANY NAME: _____

MAILING ADDRESS: _____

PHYSICAL ADDRESS: _____

CITY-STATE-ZIP: _____

TELEPHONE NO: _____ FAX NO: _____

FEDERAL ID (TAX ID) NO: _____ E-MAIL: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TOTAL BID PRICE IN NUMBERS: _____

TOTAL BID PRICE SPELLED OUT: _____

THE HOUSE BID: _____

THE COOK HOUSE BID: _____

THE CORN CRIB BID: _____

Bidder declares their Bid Response is made without any connection with any other individual that may be submitting a Bid Response to this IFB and their Bid Response, in all respects, is fair and in good faith, without collusion or fraud, with another Bidder, representative or agent.

EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the request for proposal documentation. If non