REQUEST FOR PROPOSAL
(RFP)
Accepting Bids for Purchase And Moving of County Owned Vacant Home
INVITATION TO BID

Sussex County Council will receive competitive sealed proposals for the purchase and moving of a vacant home situated on land owned by Sussex County and located at: 26897 Dickerson Rd. Millsboro, DE 19966, Tax Parcel 233-5.00-110.01.

Interested parties must submit a written proposal to the Sussex County Government, Attention: Michael Costello, Sussex County Administrative Building, 2 The Circle, P.O. Box 589, Georgetown, DE 19947, by 3:00 p.m., August 5th, 2022, at which time the proposals will be publicly opened, read aloud with recording only the name of the respondent(s).

The Request for Proposals may be obtained by visiting Sussex County’s website https://sussexcountyde.gov/legal-notices/bids. Questions concerning this RFP should be submitted in writing, to Michael Costello at Michael.costello@sussexcountyde.gov.

A formal pre-bid will not be held.

Sussex County may extend the time and place for opening of bids, on not less than 2 calendar days’ notice, by certified delivery or other electronic means to those bidders who obtained copies of the RFP.

Purchase and Moving of County Owned Vacant Home

Description

Sussex County Council is the owner of the property located at 26897 Dickerson Rd. Millsboro, DE 19966, Tax Parcel 233-5.00-110.01 and desires to sell the existing home (and accessory structures described herein), which will need to be moved off the property within 60 days following the successful bidder being awarded.

The purchase shall only be for the home “as is” and not for the land upon which the improvements are located. The purchaser acknowledges that the seller makes no claim of the physical condition, state of repair, or containing materials of the structure(s) and offers no warranties, express or implied, or to the actual cost of repairs or renovations necessary to rehabilitate the improvement
for occupation elsewhere. The purchaser agrees to remove the improvements described in its entirety, which will be relocated with the intent of rehabilitation for future occupation.

The purchaser is responsible for the proper abandonment of any septic, cesspool, cistern, water well, and disconnection from any public utilities including water and sewer if such connection exists. Work site shall be filled, and properly graded following removal of the improvement(s). Any permits, bonding, or other approvals required to transport the physical improvements off the site are the responsibility of the applicant.

The purchaser acknowledges that the title to the improvements only shall be conveyed in the form of a conditional bill of sale and further described in the agreement.

**Process**

Sussex County Council has made every effort to provide sufficient information and opportunity for physical inspection for interested applicants to base their bid. The County encourages applicants to submit the most comprehensive, responsive, and competitive proposal, however, each proposal should be prepared in a clear and concise manner.

The County will administer the request for proposal process in accordance with the terms and dates discussed in this document. However, the County reserves the right to modify the proposal process and dates as deemed necessary.

Interested applicants can make an appointment for the physical inspection of the improvements with reasonable notice to the County between July 18th and 22nd, 2022. Proposals must be received by August 5th, 2022 by 3:00 PM EST.

**Proposal Requirements**

The applicant should provide the name, address, telephone, and email of the individual who can address inquiries related to this RFP and receive clarification or addenda from the County.

Questions concerning this RFP should be submitted in writing at: michael.costello@sussexcountyde.gov.

**Cost Proposal**

Submit the amount the applicant is willing to pay for the improvements located at 26897 Dickerson Rd. Millsboro, DE 19966. All costs affiliated with moving and habilitating the improvements as well as the additional site requirements will be entirely borne by the applicant.

**Agreement for Removal of Improvements**

Include an executed copy of the Agreement for Removal of Improvements found in Appendix II of the RFP with the cost proposal. Failure to sign the Agreement will disqualify the applicant’s cost proposal.

**Criteria for Selection**

The evaluation of this RFP will be based solely on the applicant’s proposed payment.
TENTATIVE SCHEDULE

The evaluation of proposal shall proceed on the following schedule:

June 30, 2022 - RFP Issue Date

July 18 – July 22, 2022 – Tour of Home (*must schedule an appointment)

July 29, 2022 - Question and Answer Deadline

August 5, 2022 - Proposal Submittal Deadline at 3:00 p.m.

August 5, 2022 – Open Bids at 3:00 pm

August 9, 2022 – Recommendation to Council to approve agreement

The proposal is due by 3:00 p.m. EST, August 5th, 2022, to the following:

Sussex County Council
Attn: Michael Costello, Government Affairs Manager
2 The Circle
P.O. Box 589
Georgetown, DE 19947

Submittals received after the stated time will be returned unopened and will not be considered.

* To schedule an appointment to tour the home, contact Michael Costello – (302) 854-5060

SPECIAL CONDITIONS

The RFP does not commit Sussex County Council to procure or award a contract for the scope of work described herein.

The Sussex County Council reserves the right to reject any and all proposals, to waive formalities, and to select the proposal that, in Sussex County’s sole discretion, is in the best interests of the Sussex County Council, Delaware.

The County reserves the right to:
  a) Amend, modify, or withdraw this RFP;
  
  b) Revise any requirements under this RFP;
  
  c) Require supplemental statements of information from any responding party;
  
  d) Extend the deadline for submission of responses hereto;
  
  e) Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein;
  
  f) Waive any nonconformity with this RFP; and
g) Cancel, in whole or in part, this RFP if the County deems it is in its best interest to do so;

h) Request additional information or clarification of information provided in the response without changing the terms of the RFP;

i) Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked vendor.

j) The County may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise. Responses hereto will be prepared at the sole cost and expenses of the bidder.

Appendix I

26897 Dickerson Rd. Millsboro, DE 19966, Tax Parcel 233-5.00-110.01
1,100 sq ft Single Story With Attached Garage
Forced Hot Air Heating, Central Air Conditioning
Built in 1995
Appendix II

AGREEMENT FOR REMOVAL OF IMPROVEMENTS

THIS AGREEMENT is made this _____ day of ________________, 2022, by and between SUSSEX COUNTY COUNCIL, a body corporate and politic, with an address of 2 The Circle, P.O. Box 589, Georgetown, DE 19947 (hereinafter “Sussex County”), and ______________________, of ______________________ (hereinafter “Purchaser”).

W I T N E S S E T H:

WHEREAS, Sussex County owns certain real property, together with improvements thereon, located at 26897 Dickerson Rd. Millsboro, DE 19966, and identified on the Sussex County Tax Map as 233-5.00-110.01 (hereinafter “the Property”); and

WHEREAS, Sussex County desires to sell only the improvements on the Property (hereinafter “the Improvements”) and Purchaser desires to purchase said Improvements only, and not the real property, from Sussex County; and

WHEREAS, the parties hereto desire that any and all Improvements on the land, including the main dwelling as well as any and all sheds or other outbuildings and structures appurtenant thereto, be removed from the Property in their entirety within sixty (60) days of the date Sussex County conveys ownership of said Improvements to Purchaser subject to the terms and conditions contained herein; and

WHEREAS, the parties hereto desire to enter into an agreement as to their mutual obligations to each other.

NOW, THEREFORE, in consideration of the premises and mutual representations, warranties and covenants herein contained, Sussex County and Purchaser hereby agree as follows:

1. PARTIES. The parties to this agreement are:

   SUSSEX COUNTY COUNCIL

   2 The Circle
   P.O. Box 589
   Georgetown, DE 19947

   Purchaser________
   ______________________
   ______________________
   ______________________
2. **IMPROVEMENTS.** The Improvements subject to this Agreement consist of the main dwelling, as well as any and all sheds or other outbuildings and accessory structures appurtenant thereto, located on the real property known as 26897 Dickerson Rd. Millsboro, DE 19966 and identified on the Sussex County Tax Map as 233-5.00-110.01. Purchaser acknowledges that the County makes no statement as to the state of repair that the improvements may be in. With this knowledge, Purchaser accepts the Improvements “as is” and acknowledges that Sussex County makes no warranties, express or implied, as to the condition of the Improvements. The parties acknowledge that title to the Improvements only shall be conveyed to Purchaser; title to the real property shall not be a part of any transfer of ownership or conveyance but shall remain in the name of Sussex County. Title to the Improvements shall be conveyed in the form of a Conditional Bill of Sale.

3. **MOVEMENT OF IMPROVEMENTS.** Sussex County shall incur no cost whatsoever to any individual or entity, including Purchaser, for any services provided in connection with the removal or moving of the Improvements from the Property, or any required site work after said removal is complete. Purchaser shall be fully and solely responsible, financially, and otherwise, for removing the Improvements, in its entirety, from the Property. This responsibility shall include, but shall not be limited to, hiring and making payment directly to any third parties necessary to effectuate the removal and moving of the Improvements from the Property such as contracting with a professional house moving company for the removal of the structure from its foundation, transport of the Improvements from the premises to a new location, etc., utility companies for the disconnection or suspension of utilities from the Improvements, Sussex County and any other entities which may be required to provide services and/or permits or approvals for the Improvement’s removal from the Property, and incurring the cost to remedy any and all potential damage to the Improvements or the Property in conjunction with the move.

4. **CONSIDERATION:** Purchaser shall pay Sussex County the amount of ______________ Dollars ($__________) as consideration for purchasing the Improvements located on the Property referred to herein. Purchaser shall tender payment in full within ten (10) days of receiving notification from Sussex County that Purchaser is the winning bidder. Sussex County agrees to transfer ownership of the Improvements to Purchaser and Purchaser agrees to accept same in accordance with Sussex County’s Request for Proposal dated June 30, 2022, a copy of which is attached hereto as Exhibit “A” and is incorporated herein by reference (“Request for Proposal”), Purchaser’s Proposal dated __________, 2022, a copy of which is attached hereto as Exhibit “B” and is incorporated herein by reference (“Purchaser’s Proposal”) and a Conditional Bill of Sale conveying said Improvements to Purchaser. In consideration of Sussex County transferring ownership of the Improvements to Purchaser, Purchaser shall bear all responsibility, financially and otherwise, for the removal of the Improvements from the Property in accordance with the terms of this Agreement.
5. **MOVING DEADLINE:** Purchaser agrees to complete the removal and moving of the Improvements from the Property, as well as all site work related thereto, no later than sixty (60) days from the date the Improvements are conveyed to Purchaser from Sussex County in the form of a Conditional Bill of Sale. Time is of the essence with respect to this provision. If Purchaser fails to complete its obligations in a timely manner, without any further action on Sussex County’s part, this Agreement, and the Conditional Bill of Sale executed in favor of Purchaser by Sussex County for the Improvements, shall be deemed null and void whereby ownership of the Improvements shall automatically revert back to Sussex County unless the deadline for completion has been extended by Sussex County in writing. Once the Improvements are removed from the premises, without any further action on Sussex County’s part, the Conditional Bill of Sale shall automatically become a Bill of Sale, and, as a result of said condition being satisfied, the conveyance shall be complete.

Purchaser shall notify Sussex County of the date(s) it plans to work on the Property and move the Improvements there from at least fourteen (14) days prior to commencement of the work thereon. The parties shall cooperate in terms of scheduling the project for completion in order to accomplish the removal of the Improvements, as well as the site work necessary to prepare the Improvements’ removal and restoring the Property as set forth herein, in a timely manner. Sussex County shall allow Purchaser, as well as any of Purchaser’s contractors, subcontractors, employees, representatives, agents, invitees, licensees, volunteers, etc., to enter upon the Property for the express purpose of participating in and facilitating the removal of the Improvements and any site work related thereto; however, Sussex County’s permission to allow entry is expressly subject to Purchaser first providing Sussex County with evidence that it is in compliance with all applicable permit laws and has obtained all such permits and the requisite insurance policies as set forth in Sussex County’s Request for Proposal and this Agreement. Sussex County’s grant of permission to any of the foregoing persons or entities to enter upon the Property is solely limited to the purpose of removing the Improvements and any site work related thereto. Entry onto the Property by Purchaser, Purchaser’s contractors, subcontractors, employees, representatives, agents, invitees, licensees, volunteers, etc., for any reason or purpose other than as stated herein shall be strictly and expressly prohibited.

6. **COMPLIANCE WITH LAWS/PERMIT REQUIREMENTS:** Purchaser agrees to comply fully with all laws, regulations, rules, ordinances and orders of Federal, State, County and Municipal governments and all of their departments, at Purchaser’s sole expense. Compliance shall include obtaining any and all permits or approvals necessary to legally facilitate the removal and moving of the Improvements from the Property as well as completing any and all site work on the Property. Purchaser shall be required to perform due diligence in determining what permits and/or approvals are required and providing proof to Sussex County in writing, i.e., copies of said permits and/or approvals, that Purchaser has obtained all such permits and/or approvals prior to commencing any site work on the Property or the actual removal and moving of the structure. Said permits may include, but are not limited to, permits from any municipal government, Sussex County, Delaware Department of Transportation or other State of Delaware agencies, Delmarva Power Co. or such other electric company which may supply electrical power to the area at issue, other utilities such as sewer, water and telephone service providers, Sussex County
or State Police Departments, etc. The burden of determining what permits are required, the application for and the cost thereof shall fall solely and completely on Purchaser.

7. **INSURANCE.** At all times relevant hereto, and, more specifically, until the Improvements have been removed completely from the subject property and the Property site fully restored, Purchaser, at Purchaser’s expense, shall be required to secure and maintain insurance that is satisfactory to Sussex County. Examples of insurance that shall be required are:

   a. [If the application is for the purchase of the dwelling by an individual who intends to relocate the dwelling to another premises and occupy the relocated premises for personal use]

      A homeowner's insurance policy with a minimum personal liability limit of $300,000 each occurrence, dwelling coverage with limits equal to the replacement cost of the purchased dwelling and personal property limits sufficient to protect the applicant’s interests in such property. This coverage shall remain in effect while the dwelling is located on the Sussex County property upon which it was originally situated.

   b. [If the application is for the purchase of the dwelling by an entity other than an individual that intends to relocate the dwelling to another premises and occupy the relocated premises for personal use]

      A commercial general liability insurance policy with minimum combined single limits of $1,000,000 each occurrence, commercial property insurance with building coverage limits equal to the replacement cost of the purchased dwelling and personal property limits sufficient to protect the applicant’s interests in such property. This coverage shall remain in effect while the dwelling is located on the Sussex County property upon which it was originally situated.

   c. Purchaser shall provide Certificates of Insurance satisfactory to Sussex County prior to the purchase of the Improvements, and at every policy renewal thereafter. In the event additional insurance is required thereafter as set forth in this paragraph, Purchaser shall also provide Certificates of Insurance satisfactory to Sussex County for said insurance.

   d. Personal liability or commercial general liability policies shall state that the Sussex County Council and its elected and appointed officials, officers, employees and agents, are additional insureds as the landlord. Certificates of Insurance provided must so state this.

   e. Any entity or individual that will be relocating a dwelling or structure on or away from Sussex County premises will have additional insurance requirements to be satisfied, depending on the actual work to be performed. At a minimum, Certificates of Insurance satisfactory to Sussex County that evidence worker’s
compensation, commercial general liability, business auto liability and umbrella excess liability would be required. Final requirements will be determined after the scope of the work has been submitted to and approved by Sussex County Council.

f. Purchaser acknowledges that the insurance requirements set forth herein may not be comprehensive and, if, at any time during the term of this agreement, Sussex County determines that additional insurance coverage, of any type, is necessary, Purchaser agrees that it shall purchase said insurance and shall provide Sussex County evidence of said insurance no later than ten (10) days from its receipt of notification regarding the additional insurance requirement; however, in the event site work or any efforts whatsoever have begun on the Property in terms of moving the Improvements, Purchaser acknowledges that all such work shall cease until such insurance coverage is in effect.

8. **INDEMNITY.** The applicant agrees to waive any right of recovery from Sussex County for loss of or damage to applicant’s real and personal property situated on the premises, or injury to any persons thereon, from any cause whatsoever.

To the fullest extent permitted by law, Purchaser agrees to indemnify, hold harmless and defend Sussex County, its elected and appointed officials, officers, employees, agents, representatives, successors and assigns, from and against any and all liabilities, obligations, damages, claims, suits, actions, causes of action, expense, including related attorney’s fees, court costs, and other defense costs, or any other matters arising from any acts, omissions or consequences, which may have resulted in bodily injury, sickness, disease or death, or to injury to or destruction of tangible personal property, including the loss of use resulting there from, whether foreseen or unforeseen, and regardless of whether or not said liabilities, etc., are caused in whole or in part by Purchaser, Purchaser’s employees, contractors, subcontractors, representatives, agents, contractors, licensees, visitors, invitees, volunteers or any other person whatsoever in conjunction with Purchaser’s use of any of the Property or Improvements located at: 26897 Dickerson Rd. Millsboro, DE 19966, and regardless of whether said liabilities, etc. are caused in whole or part by a party indemnified hereunder, arising out of or resulting from the occupancy of the premises and operations incidental thereto, during the removal or moving of the Improvements therefrom including, but not limited to, any and all injuries to persons or property incurred on the Property or Improvements by any person, any defects or failure of equipment, pipes, wiring, broken glass, backing up of drains or by water, gas, electricity or oil leaking or by any portion of the Property becoming out of repair. “Use of any of the Property” and “removal or moving” shall include all actions taken in order to effectuate the transfer of the Improvements off the subject Property, including, but not limited to, all site work, whether performed prior to the move in preparation thereof, at the time of the removal and moving of the Improvements, or after completion of the Improvements’ removal to remove debris and restore the Property to its original condition minus the Improvements, as well as transporting the Improvements to their new location.

Under no circumstances shall Sussex County bear any responsibility or incur any liability for any acts, omissions or consequences arising out of or in any way related to the removal or moving of the Improvements or use of any of the Property subject to this Agreement,
whether foreseen or unforeseen, to Purchaser, his employees, representatives, agents, contractors, licensees, visitors, invitees, or any other person whatsoever entering the Property, for any injury or loss incurred on or about the Property, to person or property, or damage to the Improvements in conjunction with the removal and moving of said Improvements from the Property, whether on the Property itself, while the Improvements are en route to its new location or such other location or during the installation of the Improvements thereon.

9. **RISK OF LOSS.** At all times after the conveyance of title to the Improvements by Sussex County’s execution of a Conditional Bill of Sale, the risk of loss pertaining to said Improvements shall fall exclusively on Purchaser.

10. **REPAIR OF PROPERTY.** Purchaser agrees and acknowledges that it shall be Purchaser’s sole responsibility to remove any and all debris from the Property created by the removal of the Improvements therefrom or left thereon as a result thereof. It shall further be Purchaser’s responsibility to leave the Property in a safe and sightly condition so as not to create an eyesore for the community or create any conditions thereon, including attractive nuisances, which could pose any threat to persons who may enter on it. This shall include ensuring that the property site is level and that any and all holes created by the removal of the Improvements have been fully filled in with dirt.

11. **TERMINATION:** If either party is in default as to any material term or condition of this Agreement and within ten (10) days of written notice from the non-defaulting party, the defaulting party has not affected a complete cure, then the non-defaulting party shall have, in addition to all other remedies available at law or in equity, the right to terminate this Agreement in its entirety, upon delivery of seven (7) days prior written notice of termination to the defaulting party, provided that:

   i. Such termination shall only relieve the parties of obligations which would have arisen under this Agreement after the effective date of termination and shall in no way relieve the parties from any obligations existing on the date of such termination; and

   ii. The failure of the non-defaulting party to terminate this Agreement for any cause shall not constitute a waiver of such right in the future as to any subsequent default for the same or similar cause nor shall such waiver be implied by the mailing or acceptance of any payment; and

   iii. This provision shall not apply to that portion of paragraph 5 hereof which states that title to the Improvements shall automatically revert back to Sussex County in the event Purchaser does not remove the Improvements from the property within the prescribed time period. Reversion of title to the Improvements shall not be subject to written notice under this paragraph 11 but shall occur without any further action on Sussex County’s part if Purchaser does not meet the deadline and if Sussex County has not extended, in writing, the time period within which to remove the Improvements.
12. **ASSIGNMENT:** Purchaser shall not assign this agreement to a third party without first obtaining the express written consent of Sussex County.

11. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Delaware and any action brought to enforce any right or obligation under this Agreement may only be brought in the courts of the State of Delaware. Venue shall be in Sussex County.

12. **TIME OF THE ESSENCE.** All times stated herein shall be of the essence.

13. **SEVERABILITY.** In the event any part of this Agreement is declared invalid by a Court of competent jurisdiction, the remaining portions shall remain in full force and effect.

14. **NOTICES.** All notices required or permitted herein, must be in writing and may be delivered in person or by mailing to the addresses shown herein by certified mail, return receipt requested unless otherwise provided by law.

If to Sussex County Council:

Michael H. Vincent, President
Sussex County Council
2 The Circle
P.O.Box 589
Georgetown, DE 19947

If to Purchaser:

________________________________
________________________________
________________________________
________________________________

15. **WAIVER; AMENDMENT.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. This Agreement may not be amended, modified, rescinded, or supplemented orally and no amendment, modification waiver, rescission, or supplementation shall be valid unless in writing and signed by all of the parties to this Agreement.

16. **HEADINGS.** The headings of the paragraphs are for convenience only and are not part of this Agreement.

17. **WAIVER OF JURY TRIAL.** The parties to this Agreement waive their rights to demand a jury trial in any action which may be brought to enforce any portion of this Agreement.

18. **AUTHORITY TO EXECUTE.** Each of the parties hereby represents that he, she or they have full authority and authorization, including but not limited to corporate authorization, to execute this Agreement.
19. INTERPRETATION. The gender and number of words used herein shall be taken as the context may require. The parties are aware of the rule which states that an Agreement is interpreted against the party who drafted the Agreement. That rule shall not apply to this Agreement and the Agreement shall not be interpreted for or against either party on that basis.

20. INTEGRATION. This Agreement sets forth all the promises or representations, agreements and undertakings between Sussex County and Purchaser. There are no promises, representations, agreements, or undertakings, either oral or written, between Sussex County and Purchaser except as set forth herein. No amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by both parties. This Agreement shall be binding upon Sussex County and Purchaser, their successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement on the day and year first above written.

SUSSEX COUNTY COUNCIL:

By: __________________________
    Michael H. Vincent, President

Attest: _______________________ (Seal)

PURCHASER:

By: __________________________

Attest: _______________________ (Seal)