



AD-CLARENDON COUNTY INVITATION FOR BID-PAVING PROJECT

Clarendon County is accepting sealed BIDS from qualified contractors for a **PAVING PROJECT AT SUMMERTON FIRE STATION #3**. This station is relatively new construction and is located at 6 North Cantey Street, Summerton, SC 29148.

The work for this project generally consists of (but not limited to):

- 2" Asphalt Paving and base-1,425 square yards
- Concrete Curb and Gutter – 760 linear feet
- 5' wide concrete sidewalk – 65 linear feet
- Concrete drive way entrance as shown on drawings – 1
- Grated storm drainage inlet – 1
- Curb storm drainage inlet – 2
- 15" RCP pipe – 192 linear feet
- Parking lot striping
- Concrete slab demolition

All work on this project must be completed within 60 consecutive calendar days from the date of Notice to Proceed. Bidders must be legally qualified under the provisions of the South Carolina Contractors Licensing Law. Bids shall remain valid for approximately one hundred and twenty (120) days after opening of bids. Successful bidder will be required to furnish a satisfactory Performance and Payment Bond each in the amount of 100 percent (100%) of the bid amount. The project is being funded through County C-Funds, distributed by the South Carolina Department of Transportation (SCDOT) and all Procurement guidelines shall apply.

OWNER'S RIGHTS: This solicitation does not commit Clarendon County to award a contract, to pay any cost incurred in the preparation of proposals, or to procure or contract for goods or services.

Clarendon County reserves the right to accept or reject any, all or any part of BIDS received as a result of this request, waive any informalities or to cancel in part or in its entirety this request, if it is in its best interest to do so. Clarendon County will be sole judge as to whether BIDS meet all requirements.

DEADLINE TO SUBMIT: Sealed BIDS must be received by **2:00 P.M., local time, Friday, May 15, 2015**

ADDITIONAL INFORMATION & BID PACKETS: Must be requested in writing, via fax, mail or e-mail (*preferred*) to:

Tamika Malone CPPO, CPPB procurement@clarendoncountygov.org
PROCUREMENT DIRECTOR
CLARENDON COUNTY
411 SUNSET DRIVE, ROOM 603
MANNING, SC 29102
PHONE (803) 433-3240 FAX (803) 433-4002



CLARENDON COUNTY PROCUREMENT

INVITATION FOR BID

*****THIS DOCUMENT IS
BID SUBMITTAL FORM

Solicitation Number **620-051515-PAVING PROJECT AT SUMMERTON FIRE STATION #3**

Buyer **Tamika Malone CPPO, CPPB
Procurement Director
procurement@clarendoncountygov.org**

AWARD & AMENDMENTS

*****INSTRUCTIONS *****

DESCRIPTION: PAVING PROJECT AT SUMMERTON FIRE STATION #3

*****INSTRUCTIONS *****

DEADLINE TO SUBMIT: Bids must be received by **2:00 P.M. Friday, May 15, 2015**

Bids will be publicly opened and read aloud at the Clarendon County Procurement Department

NAME OF OFFEROR (Full legal name of business submitting the offer)

OFFEROR'S TYPE OF ENTITY: (Check one)

Sole Proprietorship Partnership
 Corporation ___ State of Incorporation
 Government entity (federal, state, or local) Other
 DBE/MBE/WBE SC RESIDENT VENDOR
 CERTIFICATE OF INSURANCE ENCLOSED
 GENERAL CONTRACTOR _____

AUTHORIZED SIGNATURE

Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above. My signature indicates my agreement to be bound to the terms and conditions contained herein.

TITLE (Business title of person signing above)

TAX PAYER ID _____ DUNS _____

ACKNOWLEDGEMENT OF ADDENDUMS

ADDENDUM #1 ADDENDUM #2 ADDENDUM #3

PRINTED NAME (Printed name of person signing above)

DATE

OFFEROR'S ADDRESS

CITY/STATE

ZIP CODE

PHONE

FAX

E-MAIL

I hereby affirm that my BID includes cost for permits, fees, personnel, supervision, labor, time, materials and equipment required to perform all work in accordance with all terms and conditions contained herein. This solicitation, along with an assigned PO# will serve as contract for this purchase. My signature indicates that I have the authority to enter into an agreement with Clarendon County and will be responsible for the fulfillment of this solicitation.

My Lump Sum Bid Price meets all specifications as outlined herein; for **PAVING PROJECT AT SUMMERTON FIRE STATION #3**

Lump Sum BID PRICE \$ _____ (BID PRICE SHOULD NOT INCLUDE TAXES)

Lump Sum BID PRICE in words _____ I

ACCEPTED BY: _____
TAMIKA MALONE CPPO, CPPB
PROCUREMENT DIRECTOR, CLARENDON COUNTY

DATE _____

I: GENERAL

The purpose of this **INVITATION FOR BID** is to seek a qualified Contractor for a **PAVING PROJECT AT SUMMERTON FIRE STATION #3**. This station is relatively new construction and is located at 6 North Cantey Street, Summerton, SC 29148. All work on this project must be completed within 60 consecutive calendar days from the date of Notice to Proceed. Bidders must be legally qualified under the provisions of the South Carolina Contractors Licensing Law. Bids shall remain valid for approximately one hundred and twenty (120) days after opening of bids. Successful bidder will be required to furnish a satisfactory Performance and Payment Bond each in the amount of 100 percent (100%) of the bid amount. The project is being funded through County C-Funds, distributed by the South Carolina Department of Transportation (SCDOT) and all Procurement guidelines shall apply.

Clarendon County reserves the right to accept or reject any, all or any part of bids received as a result of this request, to waive any informalities or to cancel in part or in its entirety this request, if it is in the best interest to do so. Clarendon County will be sole judge as to whether bids submitted meet all requirements. All bids submitted shall become the property of Clarendon County. This solicitation does not commit Clarendon County to award a contract, to pay any cost incurred in the preparation of bids or to procure or contract for goods and services.

ADDENDUMS: All Addendums to and interpretations of this solicitation shall be in writing from the Procurement Director, Clarendon County. Any errors or omissions requiring correction shall be brought to the Procurement Director's attention immediately. The Procurement Director shall not be legally bound by any Addendum or interpretation that is not in writing. Bids, Addendums or withdrawal request must be received by the time the request for proposal is due. It is the offeror's sole responsibility to ensure that these documents are received by the Procurement Director (or office) any time prior to the advertised deadline. No BID may be withdrawn after that time.

CANCELLATION/REJECTION: Clarendon County reserves the right to accept or reject any, all or any part of the proposals received as a result of this request, or to cancel in part or in its entirety this request if it is in the best interest of the County to do so. Clarendon County will be sole judge as to whether proposals submitted meet all requirements contained in this solicitation. Clarendon County will not be responsible for any cost incurred in the preparation of this proposal. Clarendon County reserves the right to negotiate final price subsequent to the submission of qualified proposals.

CERTIFICATE OF INSURANCE: Successful offeror(s) shall name the County as additional insured on the contractor's insurance policies. Contractor will be required to provide a '**Certificate of Insurance for any CONTRACTOR** visiting on-site in Clarendon County and those that are so located, and those that provide on-site equipment maintenance, evaluation, or other services for the protection of Clarendon County, contractor shall maintain throughout the performance of its obligations under this Agreement a policy or policies of Workers' Compensation Insurance with such limits as may be required by law, and a policy or policies of general liability insurance with limits sufficient to cover any loss or potential loss resulting from this contract insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents and a policy or policies of Automobile Liability Insurance with such limits as may be required by law insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents while operating their vehicle(s) on Clarendon County property.

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 offeror to notify the Procurement Office in

writing so as to be received five (5) days prior to opening date. Award will be made to lowest responsive and responsible vendor. The solicitation may or may not be changed but a review of such notification will be made prior to award.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed in writing to the Clarendon County Procurement Director, 411 Sunset Drive Room 603, Manning, SC 29102.

CORRECTION OF ERRORS ON RESPONSE FORM(S): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for reviewing.

DEFAULT: In case of default by the contractor, Clarendon County reserves the right to purchase any or all services 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 assessed charge has been satisfied.

Compliance with Laws. Contractor agrees to comply with any applicable federal, state and local laws and regulations. **Termination--Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, Clarendon County shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to Clarendon County for damages sustained by virtue of any breach by Contractor. **Termination--Funding.** Should funding for this contract be discontinued, Clarendon County shall have the right to terminate the contract immediately upon written notice to Contractor. **Termination--Notice.** Clarendon County may terminate this contract at any time upon written notice to Contractor. **Warranty and Responsibilities.** Any failure of Contractor to provide goods or services or otherwise perform pursuant to this contract, including, without limitation, interruption or delay, that is due to failure of any services, individually or in combination, to successfully transition and/or to provide correct results as set forth in this document, shall not be *force majeure*, and shall be a breach of this contract. This applies to any failure of Contractor to perform and/or subcontractors that are due to perform any services, individually or in combination.

DISPUTES: The laws of South Carolina shall govern this Agreement. All litigation arising under said Agreement shall be litigated only in a nonjury hearing in the Circuit Court within the Third Judicial Circuit of Clarendon County, South Carolina. Upon approval of the Circuit Court, any such action shall be referred to the Master-in-Equity for Clarendon County. The prevailing party shall be entitled to recover attorney's fees and the costs of said litigation.

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

EXISTING APPURTENANCES: The Contractor shall be solely responsible for the continuity of service and shall maintain a safe and satisfactory operating condition for the duration of project. The Contractor shall exercise every precaution to avoid damage to existing area, including (but not limited to), storm drains, roadway and shoulder pavements, grassed areas, and existing horticulture. The Contractor shall coordinate any/all utility concerns with Project Manager. Each utility shall be located, marked and verified as necessary to prevent damage and/or determine the extent of relocation required. Successful contractor shall mitigate the impact of operations on local traffic to the full extent practicable.

All employees of the contractor shall be, at all times, the sole employees of the contractor under its sole direction and not an employee or agent of Clarendon County. Clarendon County reserves the right to approve all sub-contractors. The contractor shall supply competent and capable employees who shall have and wear proper identification. Whenever possible, the contractor shall use local sub-contractors to supplement the work force. The County reserves the right to require the contractor to remove an employee the County deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County.

The successful contractor (and all sub-contractors) shall be appropriately licensed for the work proposed. The successful contractor shall also be responsible for obtaining any and all permits required. Any equipment used for this project shall meet a minimum of the following requirements:

1. Equipment must be in good operating condition and provided with all needed maintenance to sustain this condition for the duration of the contract.
2. Equipment must be properly registered and insured in accordance with the Motor Vehicle Laws of South Carolina and in compliance with all federal, state and local safety regulations.
3. The contractor shall repair any damage to all staging and work areas, caused by the contractor's equipment. The contractor shall be responsible for filling to grade with like material all surface damage caused by contractor's equipment.

FALSE CLAIMS: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED: Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

INDEMNIFICATION: Any term or condition is void to the extent it requires the County to indemnify anyone.

LIQUIDATED DAMAGES: Any liquidated damages assessed, may be deducted from any payments due to the Contractor. A fixed sum of \$200.00 dollars per each and every calendar day the Contractor fails to perform in whole or in part any of his obligations specified herein.

NON-APPROPRIATIONS: Any contract entered into by Clarendon County or its departments, institutions, agencies, political subdivisions or other entities resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

PROJECT MANAGEMENT: The designated Project Manager for this project will be the Clarendon County Engineer, Billy Timmons. Successful offeror(s) will be responsible for coordinating all work through Engineer, including (but not limited to) problems, anticipated delays and providing progress reports as required. All routine and final inspections will be made by the County Engineer and will required for payment authorization. **Itemized invoice shall be submitted to:**

**CLARENDON COUNTY FINANCE
411 SUNSET DRIVE ROOM 203
MANNING, SC 29102**

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT: The County of Clarendon requires all contractual activities to be in compliance with local, state, and federal mandates concerning “Protection of Human Health and Environment”. Any contractor doing business with the County will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to “The Hazard Communication Standard” OSHA CFR 1910.1200 (scrr article 1,71-1910.1200). By submission of this proposal, the vendor agrees to take all necessary steps to insure compliance with these requirements.

PUBLICITY: Contractor shall not publish any comments or quotes by Clarendon County employees, or include the County in either news releases or a published list of customers, without the prior written approval of the Procurement Director.

RESTORATION OF PROPERTIES: The Contractor shall be solely responsible for the continuity of service and shall maintain a safe and satisfactory operating condition, all overhead surface, or subsurface utilities affected by his operations. The Contractor shall exercise every precaution to avoid damage to existing shoulder pavements, grassed areas, fences and monuments. The Contractor shall locate all existing utilities and take all necessary precautions to prevent damage and/or determine the extent of relocation required in the event of damage during project work.

RESTRICTIONS APPLICABLE TO OFFERORS: Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the SC state Ethics Act. (a) 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*. All communications must be solely with the Procurement Director or designee. This restriction may be lifted by express written permission from the Procurement Director. (b) Unless otherwise approved in writing by the Procurement Director *you agree not to give anything to any Using Governmental Unit*.

SECURITY: Clarendon County requires that the successful offeror maintain performance and payment bonds to cover 100% of the contract price along with insurance documentation within 10 days from the intent to award notification. In the event of a default the bond shall be made disposable by the County for the completion of the work and payment of any outstanding claims by contractor’s suppliers and subcontractors. There will not be a BID bond required for this project.

TRAFFIC CONTROL AND SAFETY: The Contractor shall designate a responsible member of his organization with sufficient qualifications whose duty shall be the prevention of accidents. This person shall be responsible for assuring that all necessary precautions are taken for the protection of the public and all workers and for assuring that the Maintenance of Traffic provisions of the SCDOT Standard Specifications subsection 107.11 are effectively administered.

II: SCOPE OF WORK

The work for this project generally consists of (but not limited to):

- 2” Asphalt Paving and base-1,425 square yards
- Concrete Curb and Gutter – 760 linear feet
- 5’ wide concrete sidewalk – 65 linear feet
- Concrete drive way entrance as shown on drawings – 1
- Grated storm drainage inlet – 1
- Curb storm drainage inlet – 2
- 15” RCP pipe – 192 linear feet
- Parking lot striping
- Concrete slab demolition

The CONTRACTOR shall restore or replace any damage to public or private properties to a condition at least equal to that of the existing prior to damage. Contractor shall be responsible for the repair of damage to public and other private lands that resulted from work from this contract and shall restore to pre-existing condition.

1. The successful contractor (and all sub-contractors) shall be experienced in and appropriately licensed for the work proposed. The successful contractor shall also be responsible for obtaining any and all permits required.
2. The contractor shall perform all work in compliance with applicable local, state and federal safety and health requirements. In the event of conflict, the most stringent regulation shall apply.
3. The contractor shall repair any damage to all staging and work areas, caused by the contractor's equipment. The contractor shall be responsible for filling to grade with like material all surface damage caused by contractor's equipment.
4. The Contractor shall assume full responsibility and liability to ensure compliance with all applicable regulations pertaining to the health and safety of personnel during project work.
5. The Contractor shall incorporate a quality control plan to address quality of services for duration of the contract, such as identifying and correcting any deficiencies noted during a site inspection. If site is "deemed" less than satisfactory in appearance, the Contractor will make correction before the level of performance becomes unacceptable.

III: REQUIRED VERIFICATION SOURCES:

REFERENCES: Please provide references who can verify similar work.		
COMPANY:		CONTACT NAME:
PROJECT:		
ADDRESS:	PHONE: ()	Was project completed within budget and minimum change orders? <input type="checkbox"/> Yes <input type="checkbox"/> No
E-MAIL:		
COMPANY:		CONTACT NAME:
PROJECT:		
ADDRESS:	PHONE: ()	Was project completed within budget and minimum change orders? <input type="checkbox"/> Yes <input type="checkbox"/> No
E-MAIL:		
SUBCONTRACTORS LIST: All Subcontractors in excess of 1/2 of 1% of total Offer must be listed. Clarendon County reserves the right to approve all subcontractors, any subcontractor not listed herein must be approved with a written consent from Procurement Director. Please attach any additional numbered pages as required		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		E-MAIL
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		E-MAIL
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()

IV: TECHNICAL SPECIFICATIONS

See separate PDF file-Plans & Specifications
 See separate PDF file-Geotechnical Report