



## AD-CLARENDON COUNTY INVITATION FOR BID

### **PURCHASE, HAUL AND DELIVERY OF RECONSTITUTED ASPHALT**

Clarendon County is accepting sealed BIDS from qualified contractors for the **PURCHASE, HAUL AND DELIVERY OF RECONSTITUTED ASPHALT** to be delivered to one location in Clarendon County. 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, to make multiple awards, 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: Bids must be received by 2:00 P.M., local time, March 25, 2015**

Interested parties must request PACKAGE in writing, via fax, mail or e-mail to:

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

	<h1>Clarendon County</h1> <h2>Procurement</h2> <h3>INVITATION FOR BID</h3>	Solicitation Number  Buyer	<b>PURCHASE, HAUL AND DELIVERY OF RECONSTITUTED ASPHALT</b>  Tamika Malone Procurement Director <a href="mailto:procurement@clarendoncountygov.org">procurement@clarendoncountygov.org</a>
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**DESCRIPTION: PURCHASE, HAUL AND DELIVERY OF RECONSTITUTED ASPHALT**

\*\*\*\*\*INSTRUCTIONS\*\*\*\*\*

**DEADLINE TO SUBMIT:** Bids must be received by **2:00 P.M., local time, March 25, 2015**. Bids will be publicly opened and read aloud at the Clarendon County Procurement Department, 411 Sunset Drive, Room 603, Manning, SC 29102.

SUBMIT YOUR OFFER TO EITHER OF THE FOLLOWING ADDRESSES: *The Term "Offer" Means Your "Bid" or "Proposal".*

<b>MAILING &amp; PHYSICAL ADDRESS:</b> CLARENDON COUNTY PROCUREMENT 411 Sunset Drive, Room 603 MANNING, SC 29102 E-MAIL <a href="mailto:procurement@clarendoncountygov.org">procurement@clarendoncountygov.org</a>	<b>PHYSICAL ADDRESS:</b>
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<b>AWARD &amp; AMENDMENTS</b>	The award, this solicitation, and any amendments will be posted on website at <a href="http://www.clarendoncounty.sc.gov/procurement">http://www.clarendoncounty.sc.gov/procurement</a>
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You must submit a signed copy of this form, Page 2 with your Offer. You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

<b>NAME OF OFFEROR</b> (Full legal name of business submitting the offer)	<b>OFFEROR'S TYPE OF ENTITY:</b> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other <input type="checkbox"/> SC RESIDENT VENDOR <input type="checkbox"/> ADDENDUM ACKNOWLEDGEMENT <hr/> <b>D-U-N-S NUMBER</b> <hr/> <b>TAXPAYER IDENTIFICATION NO</b>
<b>AUTHORIZED SIGNATURE</b>  <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)          (I hereby certify that I have read and comply with NON-COLLUSION AFFIDAVIT on page 3)</small>	
<b>TITLE</b> (Business title of person signing above)	
<b>PRINTED NAME</b> (Printed name of person signing above)	<b>DATE</b>

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

<b>OFFEROR'S HOME OFFICE ADDRESS</b> (Address for the offeror's <b>principle place of business</b> ) <b>STATE OF INCORPORATION</b>
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<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>
<b>PHONE</b>	<b>FAX</b>	<b>E-MAIL</b>

This solicitation will act as contract for this purchase. By signing below, my signature indicates I have the authority to enter into an agreement with Clarendon County and will be responsible for the fulfillment of this solicitation, for the **PURCHASE, HAUL AND DELIVERY RECONSTITUTED ASPHALT**

<input type="checkbox"/> YES <input type="checkbox"/> NO	<b>PRODUCT</b> <b>PER TON PRICE</b> <b>(BID PRICE SHOULD NOT INCLUDE TAXES)</b>	\$ _____
<input type="checkbox"/> YES <input type="checkbox"/> NO	<b>HAUL/DELIVERY</b> <b>PER TON PRICE</b> <b>(BID PRICE SHOULD NOT INCLUDE TAXES)</b>	\$ _____

ACCEPTED BY: _____ PROCUREMENT DIRECTOR	_____ DATE
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## **SECTION 1: GENERAL INFORMATION**

The purpose of this REQUEST FOR PROPOSAL is to seek qualified contractor(s) to furnish all labor, materials and equipment for the **PURCHASE, HAUL AND DELIVERY OF RECONSTITUTED ASPHALT** to be delivered to Clarendon County.

## **SECTION II: TERMS AND CONDITIONS**

**AMENDMENTS:** All amendments 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 amendment or interpretation that is not in writing. Proposals, amendments 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 proposal may be withdrawn after that time.

**AWARD NOTIFICATION:** Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page.

**BID AS OFFER TO CONTRACT:** By submitting Your Bid, you are offering to enter into a contract with Clarendon County. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

**COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Director in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

**COMPLETION OF FORMS / CORRECTION OF ERRORS:** 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 bid. Do not modify the solicitation document itself.

**DEADLINE FOR SUBMISSION OF OFFER:** Any offer received after the deadline shall be rejected.

**DEFAULT:** In case of default by the contractor, the County reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting contractor will be considered until the assessed charge has been satisfied.

**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.

**DRUG FREE WORK PLACE CERTIFICATION:** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended

**ETHICS ACT:** By submitting an Offer, You certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require

special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

**EXISTING APPURTENANCES:** The Contractor shall be solely responsible for maintaining a safe and satisfactory operating conditions for the duration of project. The Contractor shall exercise every precaution to avoid damage to County property, including (but not limited to), storm drains, roadway and shoulder pavements, grassed areas, and existing horticulture.

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. The contractor shall use trucks, trailers, and/or equipment approved for use under this contract. A list of proposed equipment for approval shall be submitted to Clarendon County upon award of a contract. Clarendon County shall be notified of any changes to the list of equipment.
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 be responsible for properly and adequately securing contents on/in each piece of equipment utilized to haul materials. Prior to leaving the loading site, the contractor shall ensure that each load is secure.
4. The contractor shall repair any damage to any area 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.

**HOLD HARMLESS & INSURANCE:** The successful bidder shall indemnify and hold harmless Clarendon County and all County officers, agents and employees against all suits or claims for personal injury or property damage resulting from, or arising from, the successful bidder's performance of the contract, as well as against any suits or claims of any character brought against the County or its agents or employees by reason of any claim of infringement of any patent, trade mark, trade dress, or copyright, including reimbursement to the County for all attorneys fees and court costs incurred by the County in defending itself or its agents or employees against any such claim or suit. In addition, the successful bidder will maintain a public liability policy with minimum limits of \$500,000 per occurrence, or \$1,000,000 single limit, for damages arising from acts which occur during the contract period, with Clarendon County named as an additional insured; the successful bidder shall also maintain workers compensation and vehicle liability insurance in the amounts required by statutory law. Proof of such coverage will be provided upon demand or as otherwise provided in the bid specifications.

#### **MINORITY AND WOMAN-OWNED PROJECT GOALS FOR C-FUND CONTRACTS**

For contracts that involve South Carolina Department of Transportation C-Funds (such as this contract) there is a goal of 5% minority and 5% woman-owned business enterprise subcontract participation. A list of certified minority and woman-owned disadvantaged business enterprises can be found at the SCDOT Web site [http://www.scdot.org/doing/dbe\\_listing.shtml](http://www.scdot.org/doing/dbe_listing.shtml)

**NON-APPROPRIATION:** Any contract entered into by the County 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.

**NON-COLLUSION AFFIDAVIT:** I hereby certify that proposed price is genuine and is not a collusive or sham bid; neither the said bidder, not any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from quoting in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other bid holder, firm or person to fix the price or prices in the attached bid or of any other bid holder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bid holder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Clarendon, South Carolina, or any person interested in the bid contract; and price(s) quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bid holder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

**OMIT TAXES FROM PRICE:** Do not include any sales or use taxes in your price.

**PAYMENT TERMS:** Payment will be made within thirty (30) days of acceptance of the completed order.

**PROTESTS:** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Procurement Director within (10) calendar days of the date of issuance of the applicable solicitation document. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Procurement Director within the time provided.

**PUBLIC OPENING:** Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

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

**REJECTION/CANCELLATION:** Clarendon County reserves the right to cancel this solicitation in whole or in part and may reject any or all BIDS in whole or in part.

**RESPONSIVENESS / IMPROPER OFFERS:** (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation

may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost can not be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Director.

(d) Price Reasonableness: Any offer may be rejected if the Procurement Director determines in writing that it is unreasonable as to price.

(e) Unbalanced Bidding. Clarendon County may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount

**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.* **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. Clarendon County may terminate this contract at any time upon written notice to Contractor.

**SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent authorization to bind the principal.

**TRAFFIC CONTROL AND SAFETY:** The Contractor 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 and adhered to.

**WAIVER:** The County does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract.

**WORKING HOURS:** All contractor(s) activity associated with this contract shall be performed during visible daylight hours only. However, Clarendon County, South Carolina may approve extended work hours if it is deemed necessary for the timely completion of work for this contract.

