



BERKELEY COUNTY

Procurement Department
Scott Maxie, CPPB, Director

Post Office Box 6122
Moncks Corner, South Carolina 29461-6120
PH: (843) 719-4118 FX: (843) 719-4117

INVITATION FOR BIDS

IFB TITLE: PW401 CHIP SEAL MATERIAL PURCHASE

IFB NUMBER: 21003-01-19/20

CLOSING DATE AND TIME: June 25, 2020 @ 11:00 AM local time

DEADLINE FOR WRITTEN QUESTIONS: June 16, 2020 @ 12:00 PM local time

OVERVIEW: Berkeley County is requesting sealed bids from qualified firms for an initial bulk purchase with subsequent smaller purchases of PW 401 chip seal material for County road projects.

NOTICE: This Proposal does not commit Berkeley County to award a Contract, to pay any costs incurred in the preparation of a Proposal or to procure or contract for the articles of goods or services. The County reserves the right to waive any informalities or irregularities, to reject any or all Proposals received as a result of this request, or to cancel in part or in its entirety this Proposal, if it is in the best interest of the County to do so.

IFB Documents Available: Offerors must be registered, free of charge, to view and download a copy of the Request for Qualifications document and receive electronic notification of any addenda from the Berkeley County Web Site:

WEB ADDRESS: <https://www.berkeleycountysc.gov/drupal/procurement>

Invitation for Bids
PW401 Chip Seal Material Purchase
21003-01-19/20

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SECTION 3
INSTRUCTIONS TO OFFERORS

1. Bids shall be submitted on the form(s) provided, to the **Berkeley County Council Office**, before the day and hour set for opening of proposals. Proposals shall be in a sealed envelope marked with the Solicitation Number "**21003-01-19/20**" Solicitation Name "**PW401 Chip Seal Material Purchase**" and the Company Name and Address of the Offeror. Bids will be publicly opened and read aloud.

USPS PROPOSAL TO BE MAILED TO:

Berkeley County Administration Building
ATTN: Shelley Forest- County Council
PO Box 6122
Moncks Corner, S.C.
29461-6120

HAND CARRY/DELIVERY SERVICE TO:

Berkeley County Administration Building
ATTN: Shelley Forest- County Council
Room Number 101
1003 U.S. 52
Moncks Corner, S.C. 29461

2. **One (1) clearly identified original and two (2) complete copies are required.** The Bid must be complete, clear, and concise. Original copy must be on 8 ½ x 11 pages, unbound, and printed on one side only.
3. Bids must be submitted by the time, date and exact location specified to be considered. No late proposals will be accepted.
4. All bids shall be entered in ink or typewritten and shall remain firm for a period of not less than **sixty (60) days**. Mistakes may be crossed-out and corrections inserted adjacent thereto, and shall be initialed, in ink, by the person signing the bid.
5. Offerors mailing a bid should allow sufficient mailing period to insure timely receipt of bid. Berkeley County is not responsible for bids delayed by mail and/or delivery services of any nature. Bids received after the set time for closing will be returned unopened.
6. Bids may be withdrawn by offeror prior to, but not after, the time set for the closing. A telegraphic request is acceptable provided it is received before the closing, and written confirmation of the withdrawal has a postmark prior to the closing.
7. Offers, amendments thereto or withdrawal requests must be received by the time advertised for solicitation closing to be timely filed. It is the offeror's sole responsibility to ensure that the documents are received by the person (or office) at the time indicated in the solicitation document.

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INSTRUCTIONS TO OFFERORS CONTINUED

8. Offerors must clearly mark as "Confidential" each part of their offer which they consider to be proprietary information that could be exempt from disclosure under Section 30-4- 40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. Berkeley County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against The County and/or its agents for any determination in this regard.

Berkeley County reserves the right:

- 8.1 To accept or reject any or all bids received as a result of this solicitation, or to cancel in part or in its entirety this solicitation if it is in the best interest of the County to do so;
 - 8.2 To waive any or all informalities;
 - 8.3 To solicit additional information from the Offerors, or any one Offeror should Berkeley County deem such information necessary;
 - 8.4 To consider modifications received at any time before the award is made, if such action is in the best interest of the County; and,
 - 8.5 To negotiate contract terms, conditions
9. By submission of an offer, you are guaranteeing that all goods and services meet the requirements of the solicitation.
10. If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the solicitation, it shall immediately notify the County's Director of Procurement of such error in writing and request modification or clarification of the document. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the written request for bid, or it shall be deemed waived.
11. Failure to submit all required information may be determined as a non-responsive offer.
12. A conditional or qualified bids will not be accepted.
13. Unit price will govern over extended price; errors in mathematics will be corrected where applicable.
14. ADDENDA: If it becomes necessary to revise any part of this solicitation, an amendment will be posted on the Web Page at the address provided on the Cover Sheet of this solicitation. All amendments become part of the solicitation and are contractually binding whether or not received by the Offeror.

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INSTRUCTIONS TO OFFERORS CONTINUED

14. ADDENDA CONTINUED: Changes or corrections may be made in the Bid Documents after they have been issued and prior to the proposal due date. In such cases, written Addenda describing the changes or corrections will be released by the County's Procurement Department.
All Addenda shall take precedence over the original portion of the solicitation and shall be considered and included in the Offeror's Bid.
All Addenda shall become part of the Contract Documents and be acknowledged in the Bid Documents.
15. CONTRACT DOCUMENTS: The Contract Documents or Purchase Order will consist of the County-Contractor Contract, the conditions of the Contract (general, supplementary and other conditions), the drawings, the specifications, work requirements, solicitation documents and all Addenda issued prior to, and any modifications issued after the execution of the Contract.
16. OFFEROR'S REPRESENTATION: Each Offeror, by making his proposal represents that:
- a) He has read and understands all documents relating to the project and that his firm holds current State of South Carolina Licenses sufficient for the specified Work, and; therefore, his proposal is made in accordance herewith.
 - b) He has visited the site, has familiarized himself with the local conditions under which the work is to be performed, and has correlated his observation with the requirements of the proposed Project documents.
 - c) His proposal is based upon the specified materials, systems, labor, supervision, supplies, work sequence requirements, taxes, insurance, permits, bonds and all other costs, incidental or otherwise, as would reasonably be required and expected for the project, required by the solicitation documents, without exception.
17. TERM: The initial term of this contract shall be for six (6) months from the date of the Notice To Proceed. The contract term may be extended for an additional six (6) months by mutual agreement from all parties.
18. PROGRESS PAYMENTS: Not applicable.
19. PAYMENT: All payments by the County shall be in accordance with the General Terms and Conditions of the Contract documents contained herein.

INSTRUCTIONS TO OFFERORS CONTINUED

20. LAWS, REGULATIONS, ORDINANCES, AND RULES: All applicable laws, ordinances, rules and regulations of any regulatory agency shall be binding upon the Offeror throughout the term of the Contract. The Offeror shall be responsible for compliance with all such laws, ordinances, rules and regulations and shall hold the County harmless and indemnify same in the event of non-compliance.
21. DEFAULT: In case of default, Berkeley County reserves the right to purchase any or all services and materials in the open market, charging contractor with any excessive costs. Should such charges be assessed, no subsequent offers of the defaulting contractor shall be considered until the assessed charge has been satisfied.
22. AWARD: The contract shall be awarded with reasonable promptness by written notice to the most responsible and responsive Offeror whose proposal meets the requirements and criteria set forth in the Request for Qualifications.
23. VERBIAGE: The words “Contractor”, “Vendor”, “Bidder”, “Offeror”, “Consultant”, “Proposer”, are used interchangeably throughout this IFB to define the companies submitting bids, and replace terms such as person(s), firm(s), or corporation(s).
24. SUBCONTRACTORS: In order for the proposals to be considered as responsive, the following shall be met:
 - A) Offeror shall set forth in his proposal the name and location of the place of business of each subcontractor, as may be specified within the proposal, who will perform work or render service to the Offeror to or about the Work. If the Successful Offeror determines to use his own employees to perform any portions of the Work for which he would otherwise be required to list a subcontractor and if the Successful Offeror is qualified to perform such work under the terms of the solicitation document, the Successful Offeror shall indicate this in his proposal and not subcontract any of that work except with the approval of the County for good cause shown.
 - B) Failure to list subcontractors in accordance with this section may render the Successful Offeror’s Proposal unresponsive or non-conforming.
 - C) No Offeror whose proposal is accepted shall substitute any person as a subcontractor in place of the subcontractor listed in the original proposal, without the County’s prior approval.
 - D) Where substitution is allowed, the Successful Offeror, before obtaining prices from any other subcontractor, must attempt in good faith to negotiate a subcontract with at least one (1) subcontractors whose offer was received prior to the submission of the Successful Offeror’s proposal.

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INSTRUCTIONS TO OFFERORS CONTINUED

25. INSURANCE: The Successful Bidder shall provide a Certificate of Insurance to the County in accordance with the General Terms and Conditions of the Contract documents.
26. INTERGOVERNMENTAL PURCHASING: Vendor may agree to extend their cost to the local governments in the State of South Carolina with mutual agreement of both parties.
27. AFFIDAVIT OF NON-COLLUSION: An Affidavit of Non-Collusion contained herein, shall be signed, notarized and attached to and become a part of the solicitation.
28. AFFIDAVIT OF DELINQUENT TAX: An Affidavit of Delinquent Tax contained herein, shall be signed, notarized and attached to and become a part of the solicitation.
29. REFERENCES: All Offerors shall submit and include with their proposal, selected projects which they have been awarded, and are in progress or has completed for Towns, Cities, Counties, Municipal or State Governments, educational or health institutions which will exemplify expertise in this Project by the firm and by the proposed project lead. A minimum of three (3) references shall be submitted.
30. DRUG FREE WORKPLACE: Bidder shall comply with the South Carolina Drug-Free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1976, as amended).
31. ADDITIONAL INFORMATION/QUESTIONS: Offerors requiring additional information may submit their questions in writing. Questions may be directed to Kayla Dyson, via email at Kayla.Dyson@berkeleycountysc.gov. **The deadline for submitting written questions is June 16, 2020 @ 12:00 PM local time.** Verbal information obtained otherwise will not be considered in the awarding of the bid.

SECTION 4

LOCAL PREFERENCE

(Applicable to Construction of \$750,000.00 or less)

Amended Procurement Ordinance Bill 16-08^{7/25/2016}

Sec. 50-64(h) Local vendor preference (State preference has been repealed)

- (1) *Supply vendors*: A responsive and responsible county supply vendor who is within five percent of the lowest non-local bidder, may be given the opportunity to match the bid submitted by the non-local bidder and thereby be awarded the contract. This preference shall apply only when purchases are \$5,000.00 or more in value.

A vendor shall be deemed a county supply vendor if such vendor be an individual, partnership, association or corporation that is authorized to transact business within the state, has a physical business address located and operating within the limits of the county and has been doing business in the county for a period of 12 months or more prior to the bid opening date, the vendor maintains a representative in inventory of commodities within the county and the vendor provides proof of payment of all applicable the county taxes and fees.

- (2) *Service vendors*: A responsive and responsible county service vendor who is within five percent of the lowest non-local bidder, may be given the opportunity to match the bid submitted by the non-local bidder and thereby be awarded the contract. This preference shall apply only when purchases are \$5,000.00 or more in value.

A vendor shall be deemed a county service vendor if such vendor be an individual, partnership, association or corporation that is authorized to transact business within the state, has a physical business address located and operating within the limits of the county and has been doing business in the county for a period of 12 months or more prior to the bid opening date, and the vendor provides proof of payment of all applicable the county taxes and fees.

- (3) *Construction vendors*:

- a. A responsive and responsible county construction vendor who is within five percent of the lowest non-local bidder, may be given the opportunity to match the bid submitted by the non-local bidder and thereby be awarded the contract. This preference shall apply only when purchases are \$5,000.00 or more in value.
- b. A vendor shall be deemed a county construction vendor if such bidder:
- (i) Is an individual, partnership, association or corporation that is authorized to transact business within the state; and
 - (ii) Has a physical business address located and operating within the limits of the county for a period of at least 12 months prior to the bid opening date or if a person who is at least a 25 percent owner of the bidder maintains a primary residence in the county; and
 - (iii) Has paid all applicable county taxes and fees.

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LOCAL PREFERENCE CONTINUED

- c. If the bidder is using a residential address as a business address pursuant to the home occupation provisions of the Berkeley County Zoning Ordinance, that location has to be the company/bidder's only place of business. A physical business address does not include construction trailers or other facilities approved under a temporary use permit.
- d. The bidder or his qualifying subcontractors must perform at least 50 percent of the work. A qualifying contractor must meet the requirements of paragraph (2) above.
- e. The local vendor preference for construction projects only applies when the county's estimated project cost is less than \$750,000.00.
- f. *Exception.* If procurement is to be made pursuant to state or federal guidelines that prohibit or restrict local preferences, there shall be no local preference unless a more restricted variation is allowed under the guidelines.
- g. *Multiple qualifying vendors.* Subject to the restriction above, in the case of multiple vendors qualifying for the county vendor preference, standard procurement practice regarding the priority of selection as determined by the lowest responsive and responsible bidder shall control.

Sec. 50-64(i): Award. The contract shall be awarded with reasonable promptness by written notice

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SECTION 5
SCOPE OF WORK

1. SUMMARY: Berkeley County is requesting sealed bids from qualified firms for an initial bulk purchase with subsequent smaller purchases of PW 401 chip seal material for County road projects.
2. SCOPE/REQUIREMENTS:
 - a. The County intends to make an initial purchase of up to 8,000 tons of PW401 chip seal material to be stored at the Berkeley County Storage Yard located at 223 North Live Oak Drive, Moncks Corner, SC 29461.
 - b. The County reserves the right to pick up the PW401 chip seal material using County personnel and equipment or to have the bidder deliver PW401 chip seal material to the address listed above, whichever is most advantageous to the County.
 - c. Bidder is to provide additional PW401 chip seal material at the County's request at the cost per ton indicated on the Submittal Bid Form for the duration of the contract period.
 - d. Bidder is responsible to provide up to 1400 tons of PW401 chip seal material to be purchased by the County within 48 hours of notice for the duration of the contract period.
 - e. Bidder must be available to provide PW401 chip seal material Monday – Friday from 7 AM – 4 PM excluding holidays.

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**SECTION 6
 SUBMITTAL BID FORM**

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IFB TITLE: PW401 Chip Seal Material Purchase

IFB NUMBER: 21003-01-19/20

CLOSING DATE AND TIME: June 25, 2020 @ 11:00 AM

In compliance with this Invitation for Bid and subject to the term's conditions therein (including subsequently received written addenda if any) the undersigned offers and agrees, if selected by the County, to execute the entire work in the solicitation documents. The Unit Cost Per Ton as indicated herein, is inclusive of all costs, including all labor, supervision, materials, supplies, equipment, taxes, insurance, permits and any other costs incidental or otherwise.

PW401 Chip Seal Material - Cost with County Pick Up		
Round trip miles from pick up location to R&B Yard*	County Cost per mile to self haul	Pick Up Cost Per Truck Load
<input style="width: 100%;" type="text"/>	x \$ 2.80	= \$ <input style="width: 100%;" type="text"/>
Average Tons Per Truck Load	Unit Cost Per Ton	Product Cost
<input style="width: 100%; text-align: center; value: 20;" type="text"/>	x <input style="width: 100%;" type="text"/>	= \$ <input style="width: 100%;" type="text"/>
R&B Pick Up Cost Per Truck Load + Product Cost		BID COST** = \$ <input style="width: 100%;" type="text"/>
Alternate A - Cost with Bidder Delivery		
Cost per ton delivered to *R&B Yard by Bidder		\$ <input style="width: 100%;" type="text"/>
*R&B Yard(Roads & Bridges) address location is 223 North Live Oak Dr., Moncks Corner, SC 29461		
**BID COST will only used for the purposes of bidding. Actual contract pricing will be based off of Unit Cost Per Ton.		

Company Name Name of Authorized Representative

Signature of Authorized Representative Date

SUBMITTAL BID FORM CONTINUED

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PROPOSAL TRANSMITTAL AND AGREEMENT

The undersigned, having fully familiarized himself with the information contained within this solicitation, submit the attached proposal. I verify (to the best of my knowledge and belief) this proposal to be true and correct. All requirements of this solicitation are hereby incorporated into the proposal submitted and shall be incorporated into the contract.

The Offeror acknowledges the following Amendments have been received and incorporated into this proposal:

Amendment No. _____ Dated _____, 2020 Signature _____

Amendment No. _____ Dated _____, 2020 Signature _____

Amendment No. _____ Dated _____, 2020 Signature _____

Respectfully submitted by: _____
(FIRM NAME)

Signature: _____

Representative Name: _____

Title: _____

Address: _____

Pick Up Yard Address: _____

Date: _____

Telephone No: _____

Fax Number: _____

Email: _____

SUBMITTAL BID FORM

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COSTS: The costs as indicated herein, are inclusive of all costs, including labor, supervision, materials, supplies, transportation, bonding, taxes or any other costs, incidental or otherwise, for the specified construction work. Additionally, I the undersigned understand that due to budget constraints, the County reserves the right to adjust or amend the work requirements and/or negotiate with the lowest, most responsive, qualified, and responsible Bidder in an effort to reach a cost that is fair, reasonable and acceptable to both parties.

DATE FOR COMMENCEMENT AND COMPLETION: The Date of Commencement shall be established in the Notice to Proceed. The County shall not be held liable for any expenses incurred by the successful Offeror until the Notice to Proceed has been executed. A contract award requires that both the County and the Contractor sign the Contract. All work shall be completed as established in the Notice to Proceed.

LISTING OF SUBCONTRACTORS: Any Offeror in response to this Request for Proposal shall set forth in his proposal the names and locations of the places of business for each of the following subconsultants (if so specified) who may perform work or render services to the successful Offeror to or about the construction, or who will specifically fabricate or install a portion of the work.

If the Offeror determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subconsultant, and if the prime Contractor is qualified to perform such work under the terms of the Request for Proposals, the prime Contractor shall indicate this in his proposal and not subcontract any of that work except with the approval of the County for good cause shown.

LISTING OF SUBCONTRACTORS:

<u>Description of Work</u>	<u>Subcontractor's Name</u>	<u>Location</u>
_____	_____	_____
_____	_____	_____

Failure to list specified subcontractors may render the Offeror's proposal nonresponsive. No Offeror whose proposal is accepted shall substitute any person as a subcontractor in place of the subcontractor listed in the original proposal, except as specified within the Contract Documents.

AFFIRMATIVE ACTION: The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment of the disabled, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, or physical disability.

PROPOSAL HOLDING TIME AND ACCEPTANCE: The undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening for proposals, but shall remain open for acceptance for a period of not less than sixty (60) days following the Solicitation opening date.

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RESPONSIBILITY: The undersigned understands that before awarding a Contract, the appropriate Council Committee may require additional information in order to ascertain the Offeror's capacity to meet the terms of the Contract. Failure to provide disclosure of this information to the County within five (5) days after having been duly notified and requested may be just cause for rejection of the proposal and Offeror will be considered noncompliant.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE: The undersigned certifies that the contractor 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 complying with the requirements set forth in Title 44, Chapter 107.

ILLEGAL IMMIGRATION: 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] (NOV. 2008) (An overview is available at www.procurement.sc.gov)

ETHICS CERTIFICATE: By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2] (May 2008)

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CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. BY SUBMITTING AN OFFER, THE OFFEROR CERTIFIES COMPLIANCE. [02-2A032-1] (MAY 2008)

FEDERAL IDENTIFICATION NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

_____	_____	_____
(Classification)	(Subclassification)	(Limitations)

(S.C. Contractor's License Number)		

AUTHORIZATION

(Print Name of Contractor/Company)

(Signature)

_____	_____
(Printed Signature)	(Title)

(Mailing Address)

_____	_____	_____
(City)	(State)	(Zip)

_____	_____
(Telephone Number)	(Fax Number)

(E-mail Address)

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NONCOLLUSION AFFIDAVIT OF OFFEROR

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____ (owner, partner, officer, representative or agent) of _____, the Offeror that has submitted the attached Proposal;
- (2) He is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Offeror nor 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 Offeror, firm or person to submit a collusive or sham Offer in connection with the Contract for which the attached Offer 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 Offeror, firm or person to fix the price or prices in the attached Offer or of any other Offeror, or to fix any overhead, profit or cost element of the Offer price or the Offer price of any other Offeror or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Berkeley County, or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached Offer are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

SIGNED: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 2020

_____ My Commission Expires _____
Notary Public

SUBMITTAL BID FORM

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DELINQUENT TAX AFFIDAVIT

Please note the Procurement Department shall verify that all taxes have been paid to the County by vendors with which they intend to do business. If you owe delinquent taxes your bid may be disqualified from consideration. If you wish to inquire as to your tax status, you may contact the Berkeley County Delinquent Tax Office at one of the following numbers:

Moncks Corner (843) 719-4029
Charleston (843) 723-3800 extension 4029
St. Stephen (843) 567-3136 extension 4029

IS YOUR BUSINESS DELINQUENT IN PAYING ANY TAXES OWED TO BERKELEY COUNTY? _____ (YES OR NO)

BIDDER SIGNATURE: _____

BIDDER NAME: _____

POSITION: _____

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____

Subscribed and sworn to before me this _____ day of _____, 2020

_____ My Commission Expires _____

Notary Public

SUBMITTAL BID FORM

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LOCAL VENDOR PREFERENCE AFFIDAVIT
(Applicable for Construction Procurements under \$750,000.00)

Personally, appeared before me _____, who being duly sworn, certifies that the vendor identified in this bid response meet all qualifications for the local preference as defined in Section VII, Subsection D, number 8 of the Berkeley County Procurement Ordinance entitled "Local Preference" as amended.

By this written claim, bidder request that the five percent (5%) Local resident vendor preference be exercised in consideration of contract award of this bid.

BIDDER CERTIFIED THAT HE MEETS ALL QUALIFICATIONS FOR THE (CHECK ONLY ONE OF THE FOLLOWING):

LOCAL RESIDENT VENDOR PREFERENCE (BERKELEY COUNTY)
PHYSICAL ADDRESS OF LOCAL PREFERENCE:

OR

NOT APPLICABLE

BIDDER SIGNATURE: _____

BIDDER NAME: _____

POSITION: _____

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public My Commission Expires _____

SUBMITTAL BID FORM

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OFFEROR'S REFERENCE #1

A. Name and Address of Owner/Client: _____

Contact Name: _____

Phone No.: _____

Email: _____

B. Name and Address of the Project: _____

OFFEROR'S REFERENCE #2

A. Name and Address of Owner/Client: _____

Contact Name: _____

Phone No.: _____

Email: _____

B. Name and Address of the Project: _____

OFFEROR'S REFERENCE #3

A. Name and Address of Owner/Client: _____

Contact Name: _____

Phone No.: _____

Email: _____

B. Name and Address of the Project: _____

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**SECTION 7
GENERAL CONDITIONS**

1. **BUSINESS LICENSE/PERMITS**: The successful Bidder and all subcontractors, if any, shall obtain permits, as may be necessary, and required by City, County and State agencies.
2. **PUBLIC RELEASE OF INFORMATION**: Contractor shall not advertise, issue a press release or otherwise publish information concerning this solicitation or contract without prior written consent of the County. The County shall not unreasonably withhold permission. Contractor agrees not to refer to award of this solicitation/contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by Berkeley County.
3. **APPLICABLE REGULATIONS/POLICIES**: The Revised Code of the Berkeley County Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Offeror to be familiar and comply with said regulations/policies.
4. **PROVISIONS REQUIRED BY LAW**: Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
5. **WAIVER**: The County reserves the right to waive any provisions of this solicitation.
6. **S.C. LAW CLAUSE**: Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
7. **ROYALTIES, PATENTS, NOTICES AND FEES**: Offeror shall give all notices and pay all royalties and fees. S/he shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss on account thereof.
8. **CONFIDENTIALITY**: Contractor will maintain confidential any documents or information provided by the County and will not release, distribute or publish same to any third party without prior permission from the County, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the County.

GENERAL CONDITIONS CONTINUED

9. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
10. APPLICABLE LAW AND VENUE: The construction, interpretation and performance of any Final Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The County and Contractor further agree that the Final Agreement shall be deemed to be made and performed in Berkeley County, South Carolina. For the purposes of venue, all suits or causes of action arising out of the Final Agreement shall be litigated only in the Circuit Court of Berkeley County, South Carolina (the Ninth Judicial Circuit).
11. CLIENT LITIGATION: Contractor agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the County, if the County requests such documents, witnesses and/or general assistance. The County shall reimburse Contractor for all direct expenses incurred and time according to Contractor's rate schedule as of the date of the execution of the Final Agreement.
12. SEVERABILITY: Should any section, paragraph, clause, phrase, or provision of any Final Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of any Final Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.
13. AUDIT: Contractor's records which pertain to this Contract must be open for inspection and/or audit by the County upon request for a period of five years after each contract year. For audit purposes, the County must verify that the material cost billed as a result of the contract are correct. Contractor must provide the County, upon its request, documentation of material purchase costs (e.g. copy of invoice from its supplier), and rental equipment is being invoiced properly.
14. PUBLIC RESPONSIBILITY: The County has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. Contractor will at all times alert the County to any matter of which Contractor becomes aware and believes requires the County to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If the County decides to disregard Contractor's recommendations in these respects, Contractor shall employ its best judgment in deciding whether or not it should notify public officials.
15. EQUAL EMPLOYMENT: The Contractor will comply with all Federal and State requirements concerning fair employment. During the performance of this Contract, the Consultant agrees to provide equal employment opportunities. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, physical handicap, or marital status.

GENERAL CONDITIONS CONTINUED

16. INDEMNIFICATION: The contractor agrees to indemnify and save harmless the County of Berkeley and all County officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the County, its officers, agents and employees.

17. ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE: By submitting an offer, Offeror 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 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 Offeror and any subcontractor or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Offeror and any subcontractors or sub-subcontractors. 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". Offeror agrees to include in any contracts with its sub-contractors 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-subcontract 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.

18. FEDERAL, STATE AND LOCAL LAWS: The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to Contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines. Contractor's professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time Contractor rendered its services. Contractor shall not be responsible for any claim or liability for injury or loss allegedly arising from Contractor's failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time Contractor rendered its services

GENERAL CONDITIONS CONTINUED

19. CONTRACT DOCUMENTS: The Contract documents will consist of a Purchase Order from Berkeley County to the awarded Contractor, the Conditions of the Contract (General, Supplementary and other Conditions), and all Addenda issued prior to and all Modifications issued after execution of the Purchase Order.
20. EXECUTION, COORELATION, INTENT: The Contract documents shall be signed by the County and the Successful Bidder. By executing the Contract, the Successful Bidder represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.
The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.
The organization of the specifications into division, section and articles, and the arrangement of Drawings shall not control the Successful Bidder in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.
21. TIME OF COMPLETION: Attention is called to the fact that the Work set forth in the Bid is urgently needed by the County and that time is of the essence. All completion dates are set forth in the Solicitation.
22. OWNERSHIP AND USE OF DOCUMENTS: All examples, specifications and copies thereof furnished by the County are and shall remain his property. They are to be used only with respect to this Project and are not to be used on any other project.
23. RIGHTS AND REMEDIES: The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by the County, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
24. CONTROLLING LAW: Any Contract arising from this Bid, shall be governed by the laws of the State of South Carolina, and for the purposes of venue, all suits or causes of action arising out of the Final Agreement shall be litigated only in the Circuit Court of Berkeley County, South Carolina (the Ninth Judicial Circuit). The prevailing party shall be entitled to reasonable attorney's fees and all costs of said litigation.

GENERAL CONDITIONS CONTINUED

25. **SUCCESSOR:** The County and the Successful Bidder each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, Contracts and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other.
26. **INDEMNIFICATION:** To the fullest extent permitted by law, the Successful Bidder shall indemnify and hold harmless the County and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Successful Bidder, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist
27. **TERMINATION:** Subject to the provisions below, the County may terminate the solicitation/contract by providing a thirty (30) day written advance notice to Contractor.
- 27.1 **Termination for Convenience:** In the event this solicitation/contract is terminated or cancelled for the convenience of the County, the County will negotiate reasonable termination costs, if any.
- 27.2 **Non-Appropriations:** Any contract entered into by the County 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. Any final agreement accepted by the County MUST include the following language:

This contract is approved and funded contingent upon annual appropriations being established by Berkeley County Council to provide funding necessary to meet the requirements of the contract. Such funding is approved on a fiscal year basis with the fiscal year commencing on July 1st and terminating on June 30th of the following year. In order for the contract to remain in effect, such appropriation must be approved on an annual basis throughout the term of the contract. In the event that an annual appropriation is not approved, Berkeley County shall not be held responsible for any liabilities beyond the remaining annual term prior to the new budget year.

GENERAL CONDITIONS CONTINUED

27.3 Termination for Cause: The County may terminate the contract at any time for the failure of the Contractor to perform any obligation under this solicitation/contract, or for any other good and sufficient cause. The County shall only pay Contractor for services rendered prior to the termination notice date, less any liquidation costs assessed for Contractor non-performance.

27.4 Mitigation of Termination Costs: In the event that the contract is terminated, Contractor will be liable for any costs in excess of contract pricing incurred by the County to complete the contract or provide for continuity of services. The County reserves the right to purchase any or all services and materials on the open market. The County will not entertain subsequent offers from the terminated Contractor until these liquidation costs are paid by Contractor.

Such costs may include, but are not limited to, the cost of using the County's employees or employees of any other entity to perform the obligations of the contract. The County may obtain any such reimbursement by deduction from payments otherwise due to Contractor or by any other proper and lawful means. All deductions from any money due Contractor are to be as liquidated damages and not as a penalty. It is the County's intent to give Contractor a reasonable opportunity, whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five days. The County will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the County carries out the work using its forces or another contractor.

27.4.1 For use of County's forces – actual cost involved.

27.4.2 For use of another contractor – the amount charged by said Contractor.

The County reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

GENERAL CONDITIONS CONTINUED

- 27.5 Excusable Delay: Contractor will not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. However, to the extent an event arises beyond the control and without the fault or negligence of contractor, contractor shall notify the Construction Administrator and the County's Procurement Department in writing within twenty-four hours of such event. Otherwise, the event shall not serve as an excusable delay. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the fault of a subcontractor, and if such default arises out of control of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
28. PAYMENT TERMS: Contractor will submit invoices to County, which shall include a detailed listing of charges upon completion of services. Within ten (10) days of receipt of an invoice County shall notify Contractor of any dispute with the invoice and Contractor, upon such notice, shall provide to County back-up data supporting the invoice. County and Contractor will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by County and is past due thirty (30) days from the date the invoice is received. If payment remains past due sixty days from the date the invoice is received by the County, then Contractor shall have the right to suspend all services provided pursuant to this Agreement, without prejudice.
29. INSPECTION BY THE COUNTY: Acceptance of the items and approval for final payment by the County is expressly conditioned upon satisfactory inspection of the installed equipment. Such inspection shall be completed by the County no later than ten (10) calendar days upon receipt of the product.
30. DEFAULT: In case of default by the successful Bidder, the County reserves the right to purchase any or all items and services in default open market, charging the successful Bidder with any excessive costs. **SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT BIDS OF THE DEFAULTING SUCCESSFUL BIDDER WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.**