

COUNTY OF LEXINGTON

Procurement Services

212 South Lake Drive, Suite 503, Lexington, SC 29072

Ph: (803) 785-8319 / Fax: (803) 785-2240

INVITATION FOR BIDS

BID NUMBER: C10012-11/20/09S

DATE: October 30, 2009

OPENING DATE AND TIME: November 20, 2009 @ 3:00 PM

ADDRESS: Lexington County Procurement Office
County Administration Bldg., 5th floor
212 South Lake Drive, Suite 503, Lexington SC 29072

PROCUREMENT: SURFACING ASPHALT – TERM CONTRACT

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for delivery of bids, which are mailed.

IT IS REQUIRED THAT THE BID NUMBERS MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE. ANY ENVELOPE THAT DOES NOT SHOW BID NUMBERS WILL BE RETURNED TO THE VENDOR.

DIRECT ALL INQUIRES TO: _____

Angela M. Seymour
Procurement Officer

NOTICE TO BIDDERS: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract. All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of the County. Lexington County shall not be legally bound by any amendment or interpretation that is not in writing. **BIDS WILL NOT BE CONSIDERED FROM ANY VENDOR THAT OWES DELINQUENT BUSINESS PROPERTY TAXES TO THE COUNTY OF LEXINGTON.**

If downloading this solicitation from our website; it is the responsibility of the bidder to email aseymour@lex-co.com to be registered as a potential bidder to receive any subsequent amendments.

Deadline for questions is November 13, 2009 at 5:00 p.m. All questions must be submitted in writing.

Reggie Murphy
Procurement Manager

SOLICITATION #: C10012-11/20/09S

PROCUREMENT: SURFACING ASPHALT – TERM CONTRACT

"NO BID" RESPONSE FORM

To submit a *"No Bid"* response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list. **In order to ensure that the County file has current information, or if you wish to be added to Lexington County's Vendor Listing, you must also return the Certificate of Familiarity form completed in its entirety.**

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your *"No Bid"* response --

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments:

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

_____/_____
Telephone Fax

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid invitation is required, unless otherwise stated.
2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the Procurement Office at the time indicated in the bid document.
3. When specifications or descriptive papers are submitted with the bid invitation, enter bidder's name thereon.
4. Submit your signed bid on the forms provided. Show bid number on envelope as instructed. Lexington County assumes no responsibility for unmarked or improperly marked envelopes. Unsigned bids will be rejected.
5. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-4C Code of Laws of South Carolina, 1976, (1986 Cum Supp) Freedom of Information Act. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. This solicitation does not commit the County of Lexington to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.
8. **CORRECTION OF ERRORS ON THE BID FORM:** All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.
9. **BIDDERS SCHEDULE:** Enter the manufacturer, brand, and model/catalog number, as applicable, and your bid price in the space provided on the bidders schedule. Additional pages may be attached, when applicable, for alternates, etc.
10. **NOTIFICATION:** In order to receive a copy of the bid tabulation, you must enclose a self addressed stamped envelope. Intent to Award and/or Statement of will be posted on the Lexington County web site at www.lex-co.com.
11. **RIGHT TO PROTEST:** Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Procurement Manager within ten (10) calendar days of the date of issuance of the Invitation to Bid, Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest in writing to the procurement manager within ten (10) calendar days of the notification of intent to award or statement of award.
12. **Protest Procedure:** A protest shall be in writing, submitted to the procurement manager, and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.

GENERAL PROVISIONS

1. The County of Lexington reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the county.
2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.
3. **PROHIBITION OF GRATUITIES:** Amended section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9- 210 and Section 16-9-220."
4. **BIDDERS QUALIFICATIONS:** Consideration will be given only to the contractors who can produce conclusive evidence that they can meet the following requirements:
 - 4.1 Adequate capital and credit rating sufficient to complete all operations under this contract in a satisfactory manner.
 - 4.2 An efficient office force with satisfactory record in expediting delivery of materials to field force, and capable of fulfilling proper liaison service with mechanical trade.
 - 4.3 An adequate and efficient field force with extensive knowledge of all types of work involved under this contract.
 - 4.4 A record of amicable relations with labor.
 - 4.5 An adequate supply of applicable equipment in good operating condition to fulfill the contract.
5. **LICENSES, PERMITS, INSURANCE, & TAXES:** All costs for required licenses, permits, insurance, and taxes shall be borne by the Contractor.
6. **INSURANCE**
 - 6.1 The amount and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the Contractor shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

Schedule

WORKERS COMPENSATION

As required by the State of South Carolina.

COMPREHENSIVE GENERAL LIABILITY

Premises Operations

Contractual Liability

Independent Contractors

Personal Injury

Products - Completed Operations

AUTOMOBILE LIABILITY

All Owned, Non-Owned, and Hired

Limit

Statutory

\$300,000 Single Limit

\$ 100,000 Combined

- 6.2 The Contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the Contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the County. Before commencing any work hereunder, certificates evidencing the

maintenance of said insurance shall be furnished to the County of Lexington. The County of Lexington, its officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contract; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County of Lexington, its officials, employees or volunteers. To accomplish this objective, the County of Lexington shall be named as an additional insured under the Contractor's insurance as outlined above.

- 6.3 The contractor shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- 6.4 Contractors insurance coverage shall be primary insurance as respects the County of Lexington, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County of Lexington shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement:

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on another basis.
- 6.5 Each insurance required by the County of Lexington shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County of Lexington.
- 6.6 Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.
- 6.7 All certificates and endorsements must be received and approved by the County of Lexington within ten (10) days after notification of award.
- 6.8 The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess".
7. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
8. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. The award can be made to one or a multiple of contractors; whichever is in the best interest of the county, or unless otherwise stated on bidders schedule.

- 8.1 All things considered equal, tied bids will be resolved by the flip of the coin, or to the Lexington County contractor, whichever the case may be.
9. **WAIVER:** The County reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the county.
10. **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 contractor to notify the Procurement Services Office in writing within ten (10) 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.
11. **REJECTION:** Lexington County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the county.
BIDS WILL NOT BE CONSIDERED FROM ANY VENDOR THAT OWES DELINQUENT BUSINESS PROPERTY TAXES TO THE COUNTY OF LEXINGTON.

GENERAL CONDITIONS

1. **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 will be considered or purchase orders issued to the defaulting contractor until the assessed charge has been satisfied.
2. **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.
3. **INDEMNIFICATION:** The contractor agrees to indemnify and save harmless the County of Lexington and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the county or failure of the county to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Procurement Officer. Copies of all correspondence concerning this contract shall be sent to the Procurement Manager, 212 South Lake Drive, Suite 503, Lexington, SC 29072. All change orders must be authorized in writing by the Procurement Manager. Lexington County shall not be bound to any change in the original contract unless approved in writing by the Procurement Manager.
5. **FORCE MAJEURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. 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 default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall 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 the contractor to meet the required delivery schedule.

6. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User. The contractor shall not have the right to include the county's name in its published list of customers without prior approval of the county. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the county. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.
7. **QUALITY OF PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
8. **S.C. LAW CLAUSE:** Upon award of a contract 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 with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
9. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Manager.
10. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
11. **BIDDING CONDITION OF PRICE:** All bid prices submitted shall remain effective for a minimum period of 90 days, or until evaluation of bids is complete and award is made. Thereafter, the contract prices shall remain effective for the term of the contract.
12. **7% S.C. SALES TAX:** The County shall add 7% sales tax to all orders; however lump sum bids shall include sales tax in bid price unless otherwise noted. ***By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with Title 12, Chapter 36, Article 1 of the SC Code of Laws relating to payment of any applicable taxes. This will certify to the County your compliance.***

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803) 898-5872 or by writing to the South Carolina Department of Revenue, Registration Unit, Columbia, South Carolina 29214-0140.

13. **PAYMENT TERMS:** Payment will be made within thirty (30) days after acceptance of completed order/project. Early payment discount, if available, will be calculated from date of acceptance. Application for payment shall reflect services completed through the last day of the month. **There will**

be no exceptions to these payment terms unless approval is obtained in writing from the Procurement Manager prior to bid opening date.

14. **BID REQUIREMENTS:** Bid requirements on the equipment specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. Lexington County will determine if minor deviations from these features are acceptable.
15. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.
16. **CONTRACT:** This bid and submitted documents, when properly accepted by Lexington County along with a written purchase order, shall constitute a contract equally binding between the successful offeror, and Lexington County. No different or additional terms will become a part of this contract with the exception of a Change Order.
17. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Procurement Manager.
18. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Lexington County. Lexington County shall not be legally bound by any amendment or interpretation that is not in writing.
19. **BID EVALUATION:** Bids received will be evaluated by the Procurement Manager or designee. However, based on bid total, final decision for bid award may rest with the Lexington County Council.

Factors to be considered during the evaluation process include, but are not limited to:

19.1 - Cost.

19.2 - Reputation and dependability of the contractor.

20. **ARBITRATION:** Under no circumstances and with no exception will Lexington County act as arbitrator between the Contractor and any subcontractor.
21. **DELIVERY:** Lexington County requires that delivery be made to specified destination within the shortest time frame possible. Delivery shall arrive between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, provided that such day is not a legal holiday. The current purchase order number must be indicated on all delivery tickets.
22. **SHIPPING:** All deliveries shall be shipped F.O.B. point Destination-freight prepaid, the seller pays and bears all freight charges; collect shipments will not be accepted. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the County. Any claim for loss or damage shall be between the contractor and the carrier.
23. **"OR APPROVED EQUAL":** Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a

standard of comparability. However, the Owner reserves the right to select the items, which, in the judgment of the Owner, are best suited to the needs of the Owner, based on price, quality, service, availability and other relative factors. Bidders should indicate brand name, model, model number, size, type, weight, color, etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from the specifications, vendor should submit along with the bid, the information, data, pictures, designs, cuts, etc., of the material they plan to furnish so as to enable the Owner to compare the material specified; and, such material shall be given due consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.

24. ALTERNATE BIDS: Bidders wishing to submit an alternate for consideration that does not meet the county specifications (or approved deviations), must submit their proposal as an alternate bid.
25. PROMPT PAYMENT DISCOUNT TERMS: Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.
26. DRUG-FREE WORKPLACE: By submittal of this bid, you are certifying that you will comply with Title 44, Code of Laws of South Carolina, 1976, Section 44-107-30.

SPECIAL CONTRACTUAL TERMS AND CONDITIONS

1. SCOPE: The County of Lexington is soliciting competitive bids to establish a term contract for providing and delivering services and/or commodities listed herein.
2. TERM OF CONTRACT / OPTION TO EXTEND: The term of this contract shall be for a period of one (1) year from the effective date of the contract. The County may extend the contract if it appears to be in the best interest of the County and is agreeable with the contracted vendor. Said extension will be on an annual basis and will not exceed two (2) additional one-year periods.
3. CONTRACT ADJUSTMENTS: Should an extension be requested, written requests for said extension shall be submitted in writing by the County of Lexington thirty (30) days prior to the end of the current contract period. It will be the contractors responsibility to submit request for contract adjustments (if applicable) within ten (10) days after receipt of contract extension notice. Requests must be submitted in writing to the Procurement Office for approval.

Any change in contract cost will be effective in an amount not to exceed the percentage increase for the previous calendar year (Dec - Dec), using the (CPI-U, U.S. Average, All Urban Customers, Percentage Change in Annual Average) as published by the U.S. Department of Labor, Bureau of Labor Statistics.

The County will accept or decline the requests for a contract increase, in written form, within ten (10) days following the date of the request. No increase shall be effective until approved in writing by the Procurement Manager.

4. TERMINATION: Subject to the provisions below, the contract may be terminated for any reason by the County providing a 30 day advance notice in writing is given to the contractor.
 - 4.1 Termination for Cause: Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance written notice requirement is waived and the default provision in this bid shall apply; see General Conditions.

- 4.2 Termination requirement does not apply if contract is to terminate at the end of an established contract term.
- 4.3 Termination for Non-appropriations: If the Lexington County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract, or if a lawful order issued in or for any fiscal year during the term of the contract reduces the funds appropriated or authorized in such amount as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the County. Any termination for non-appropriations shall not prohibit the County from obtaining services from another source or in another manner, which is in the best interest of the County.
5. TYPE OF CONTRACT: This solicitation is for a fixed price, indefinite quantity type of contract for the stated items. The contract will be used as a primary source for the articles specified, and individual purchases shall be made under a blanket purchase agreement referring to this solicitation. On indefinite quantity contracts, acceptance will bind the County to pay for, at the fixed unit bid prices, only quantities ordered, delivered and accepted.
6. QUANTITIES: Quantities specified in this solicitation are estimates only, and are given for the information of bid evaluation. They do not indicate actual ordered quantities. Volume will depend upon requirements that develop throughout the contract period.
7. METHOD OF ORDERING: A new purchase order number will be issued for each order required, or a blanket order may be issued to cover miscellaneous needs during a specific time period.
8. PACKING/LABELING: All shipments shall be accompanied by a packing slip or delivery ticket, which shall contain the following information:
- a) Purchase Order Number
 - b) Company's Name
 - c) Name of the Article and Stock Number
 - d) Quantity Shipped and Back Ordered
- Contractors are cautioned that failure to comply with these conditions can be considered sufficient reason for refusal to accept goods.
9. INVOICING: The contractor shall submit an itemized invoice upon completion of each purchase order requirement. The original and one copy of the invoices are to be mailed to the County of Lexington, Procurement Office, 212 South Lake Drive, Suite 503, Lexington, SC, 29072. Payment will be made in accordance with the payment terms listed in the contract. Purchase order number must appear on all invoices.
10. EMERGENCY REQUIREMENTS: The county reserves the right to make emergency purchases from another source should the contractor not be able to meet requirements.
11. WARRANTIES: Contractor warrants that (1) the supplies to be provided to the County pursuant to this agreement are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the County pursuant to the contract conform to the standards required by the contract.

The contractor further warrants that the Contractor has title to the supplies provided, in that the supplies are free and clear of all liens, encumbrances, and security interests. All warranties made in this agreement, together with service warranties and guarantees, shall run to the County and its successors and assigns.

12. INSPECTION:

- 12.1 All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies and end products) shall be subject to inspection and test by the county, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.
- 12.2 In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the county shall have the right to either reject them or to require their correction. Supplies or lots of supplies, which have been rejected or required to be corrected, shall be removed or corrected by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance until correction is made. If the Contractor fails to promptly remove such supplies or lots of supplies which are required to be removed for replacement or correction, the county either (1) may replace or correct such supplies and charge to the Contractor the cost occasioned the county thereby; or (2) may terminate this contract for default as provided in the default clause of the contract.
- 12.3 Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the county therefore.
- 12.4 The inspection and test by the county of any supplies or lots thereof does not relieve the contractor from any responsibilities regarding defects or other failures to meet the contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
13. “ILLEGAL IMMIGRATION & PUBLIC CONTRACTS: In accordance with the South Carolina Illegal Immigration Reform Act, 2008, Act No. 280. Section 3 of this Act added to Chapter 14 to Title 8 of the South Carolina Code of Laws prohibits covered persons from entering into covered contracts unless the contractor agrees either (a) to verify all new employees through the federal work authorization program [and requires the same from subcontractors and sub-subcontractors] or (b) to employ only qualifying workers. Effectively, the Act also requires contractors to agree to provide any documentation required to establish either (a) that the Act does or does not apply to the contractor, subcontractor, or sub-subcontractor; or (b) that the contractor, and any subcontractor or sub-subcontractor, are in compliance with Section 3 of the Act.”

**SPECIFICATIONS FOR SURFACING ASPHALT
TYPES 1, 2, 3, 4, BINDER & RECYCLED**

1. **MATERIALS:** All materials furnished under this contract must meet Department of Transportation’s specifications. This contract covers only approved products at loading point of the successful bidder(s).
2. **EXTENT OF OBLIGATION:** The County of Lexington is obligated only to the extent of authorized calls placed by authorized personnel against this contract. To determine which plant to call, the County will calculate the per mile cost per vehicle, to the nearest destination at the established contract price. We are estimating approximately 1,000 tons of asphalt will be purchased this fiscal year. The quantities may be spread out between the various vendors under contract depending on availability and location.

3. **NOTICE OF AUTHORIZATION:** The using department will furnish a list of individuals, by name and title that will be authorized to place orders under this contract. This list shall include, but is not limited to, the Procurement Division.
4. **DELIVERY:** All material is to be picked-up at the offeror's site by *authorized* county personnel *only*, using county equipment.
5. **DELIVERY TICKETS:** All purchases made under this contract shall be accompanied by a delivery ticket; each ticket shall contain the following information:
 - (a) Name of contractor
 - (b) Purchase Order number
 - (c) Date of pick-up
 - (d) Ticket number
 - (e) Itemized list of materials
 - (f) Quantity, unit price, and extension of each item less applicable discount

The County requests each vendor consider the use of the following formula for determining the cost per ton for asphalt picked up at the plant (FOB). Since we are obtaining prices monthly through correspondence with each vendor we feel this formula will save time and effort in obtaining the monthly prices.

The formula is as follows:

Base price (+) [Liquid Asphalt Index (x) Per Ton Factor] (=) Total Price

Definitions:

- Base Price – price of asphalt less current liquid price
- Liquid Asphalt – SCDOT first of the month liquid asphalt price
- Liquid Asphalt Index – Liquid Asphalt times (x) 0.01
- Per Ton Factor – plant cost of liquid asphalt

Example:

Base Price plus (+) Liquid Asphalt Index times (x) Per Ton Factor equals (=) **Total Price**

\$50.00 +	(\$348.75 x 0.01) x \$6.00	=	\$70.93
\$50.00 +	(\$3.4875) x \$6.00	=	\$70.93
\$50.00 +	\$20.93	=	\$70.93

Base Price – Determined by vendor in bid

Per Ton Factor – Determined by vendor in bid

County will take the above two prices and look up the Liquid Asphalt price from SCDOT and adjust the price monthly accordingly. The website to gather the SCDOT pricing information is:

[http://www.scdot.org/doing/Fuel and AC Index Spreadsheet.xls](http://www.scdot.org/doing/Fuel_and_AC_Index_Spreadsheet.xls)

Vendors must notify Lexington County Public Works in the event of the unavailability of asphalt or scheduled plant closings.

COUNTY OF LEXINGTON

Procurement Services

212 South Lake Drive, Suite 503, Lexington, SC 29072

Ph: (803) 785-8319 / Fx: (803) 785-2240

BIDDERS SCHEDULE

BID NUMBER: C10012-11/20/09S

DATE: October 30, 2009

OPENING DATE AND TIME: November 20, 2009 @ 3:00 PM

ADDRESS: Lexington County Procurement Office
County Administration Bldg., 5th floor
212 South Lake Drive, Suite 503, Lexington SC 29072

PROCUREMENT: Provide for *County Trucks to pick up Surfacing Asphalt* under a term contract in accordance with the specifications, conditions, and provisions as applicable to this solicitation. All prices are to include all applicable shipping costs. Contract may be awarded to one or more vendors, whichever is most advantageous to the County.

Surface Type	Loading Point	Base Price	(+)	[1% Liquid Asphalt (x) Per Ton Factor]	(=)	Total Price
Type 1	_____	\$ _____	(+)	[\$ _____ (x) \$ _____]	(=)	\$ _____
	_____	\$ _____	(+)	[\$ _____ (x) \$ _____]	(=)	\$ _____
	_____	\$ _____	(+)	[\$ _____ (x) \$ _____]	(=)	\$ _____
Type 2	_____	\$ _____	(+)	[\$ _____ (x) \$ _____]	(=)	\$ _____
	_____	\$ _____	(+)	[\$ _____ (x) \$ _____]	(=)	\$ _____
	_____	\$ _____	(+)	[\$ _____ (x) \$ _____]	(=)	\$ _____
Type 3	_____	\$ _____	(+)	[\$ _____ (x) \$ _____]	(=)	\$ _____
	_____	\$ _____	(+)	[\$ _____ (x) \$ _____]	(=)	\$ _____
	_____	\$ _____	(+)	[\$ _____ (x) \$ _____]	(=)	\$ _____
Type 4	_____	\$ _____	(+)	[\$ _____ (x) \$ _____]	(=)	\$ _____
	_____	\$ _____	(+)	[\$ _____ (x) \$ _____]	(=)	\$ _____
	_____	\$ _____	(+)	[\$ _____ (x) \$ _____]	(=)	\$ _____

COMPANY: _____ **AUTHORIZED SIGNATURE:** _____

The attached Certificate of Familiarity must be returned with bid.

Surface Type	Loading Point	Base Price	(+)	[1% Liquid Asphalt (x) Per Ton Factor]	(=)	Total Price
Binder	_____	\$ _____	(+)	[\$ _____ (x) \$ _____]	(=)	\$ _____
	_____	\$ _____	(+)	[\$ _____ (x) \$ _____]	(=)	\$ _____
	_____	\$ _____	(+)	[\$ _____ (x) \$ _____]	(=)	\$ _____
Recycled	_____	\$ _____	(+)	[\$ _____ (x) \$ _____]	(=)	\$ _____
	_____	\$ _____	(+)	[\$ _____ (x) \$ _____]	(=)	\$ _____
	_____	\$ _____	(+)	[\$ _____ (x) \$ _____]	(=)	\$ _____

COMPANY: _____ AUTHORIZED SIGNATURE: _____

The attached Certificate of Familiarity must be returned with bid.

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. I further certify that this bid is good for a period of ninety (90) days, unless otherwise stated.

Company Name as registered
with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number Fax Number

Remittance Address

E-mail Address (PLEASE PRINT)

City, State, Zip

Telephone Number

Toll-Free Number if available

Federal Tax ID Number

SC Sales and Use Tax Number

DOES YOUR FIRM OWE THE COUNTY OF LEXINGTON ANY DELINQUENT BUSINESS PROPERTY TAXES?

___ YES/ ___ NO

TO: ANGELA M. SEYMOUR, PROCUREMENT OFFICER
FAX: 803-785-2240 or Email your questions to aseymour@lex-co.com

REQUEST FOR WRITTEN RESPONSE TO QUESTIONS
BID NO. C10012-11/20/09S
SURFACING ASPHALT – TERM CONTRACT

Deadline for submitting questions is November 13, 2009 at 5:00 p.m.

OFFEROR NAME AND ADDRESS:

DATE:

CONTACT PERSON:

TELEPHONE #:

FAX #:

(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER WHEREVER POSSIBLE)