



COUNTY OF GEORGETOWN

129 Screven Street, Rooms 202/204 · Georgetown, SC 29440-3641

Post Office Box 421270, Georgetown, SC 29442-1270

(843)545-3083 · Fax (843)545-3500 · purch@georgetowncountysc.org

INVITATION FOR BIDS (IFB)

BID NUMBER: 10-001

ISSUE DATE: Friday, February 12, 2010

OPENING DATE: Wednesday, March 03, 2010

OPENING TIME: 3:00 PM Eastern NIST

Bid Opening Location: Georgetown County Courthouse, Room #201, (Small Conference Room)

Pre-Bid Conference: (none)

PROCUREMENT FOR: Ready-Mix Concrete, Indefinite Delivery Contract

Commodity Code(s): 75070

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at the location and time stated herein and will be publicly opened and read.

MAILING ADDRESS:

County of Georgetown
Post Office Drawer 421270
Georgetown SC 29442-1270
Attn: Purchasing

STREET ADDRESS:

Georgetown County Courthouse
129 Screven Street, Room 202
Georgetown SC 29440-3641
Attn: Purchasing

IMPORTANT OFFEROR NOTES:

- a) Bid Number & Title must be shown on the OUTSIDE of the delivery package.
- b) Federal Express does NOT guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.
- c) UPS WILL guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day "Early AM" Service.
- d) You must register a contact name, company name, fax and/or e-mail with the Purchasing Office as below to ensure your name will be added to the contact list for future amendments and addenda.

Purchasing Contacts:

Phone

Ann Puckett

(843)545-3083

Kyle Prufer

(843)545-3082

Fax:

(843)545-3500

(843)545-3500

E-mail:

apuckett@georgetowncountysc.org

kprufer@georgetowncountysc.org

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

Time Line: Invitation for Bid #10-001

Item	Date	Time	Location
Date of Issue:	Friday, February 12, 2010	n/a	n/a
Pre-Bid Conference:	(none)	n/a	n/a
Inquiry Cut-Off Time:	Wednesday, February 24, 2010	3:00PM ET	Room 202/204
Bid Delivery Cut-Off Time:	Wednesday, March 03, 2010	3:00PM ET	Room 202/204
Bid Opening & Tabulation	Wednesday, March 03, 2010	3:00PM ET	Room 201

Bid #10-001
Ready-Mix Concrete, Indefinite Delivery Contract
Specifications and Requirements

REQUIREMENTS:

- 1) QUANTITY: The County estimates that up to 400 yards of 3,000-PSI Ready-Mix Concrete may be purchased during the life of this contract. This is merely an estimate of possible quantity and not to be construed as a guarantee or amount to be purchased. There are no estimates of quantities of the other line items to be purchased.
- 2) CONCRETE DELIVERY: Except in cases of emergency, orders will be placed 24-48 hours in advance. It is understood that exact delivery times cannot be set but deliveries shall be made to the job site as close as possible to the given delivery time.
- 3) Upon delivery, a County of Georgetown employee shall sign and be provided with a copy of all delivery tickets.
- 4) TECHNICAL SPECIFICATIONS: All materials shall conform to the SCDOT Standard Specifications, Sections 501, 701, and 702 except as specified in the special provision titled "Portland Cement, Portland Cement Concrete for Pavement and Structures" dated September 16, 1996 as they pertain to Ready-Mix Concrete. The target 28-day compressive strength is 3,000 psi.

MATERIAL SPECIFICATIONS:

Each offeror must furnish any or all of the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified. In order to be considered for award, vendors must submit a unit price per yard on all items herein, including quantity breaks.

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>CU YDS</u>	<u>CU YDS</u>	<u>CU YDS</u>
1)	1 Yd	3,000 PSI Ready-Mix Concrete	1 - 3.99	4 - 10	10+
2)	1 Yd	3,000 PSI Pea Gravel Ready-Mix Concrete	1 - 3.99	4 - 10	10+
3)	1 Ea	Fiber Added At 1-1/2 Lbs Per Cu Yd	1 - 3.99	4 - 10	10+
4)	1 Ea	Additives, 1% Calcium Chloride or Hi-Early	1 - 3.99	4 - 10	10+
5)	1 Ea	Additives, 2% Calcium Chloride or Hi-Early	1 - 3.99	4 - 10	10+

ADDITIONAL SPECIFICATIONS:

- 1) Each vendor must specify Minimum Delivery Requirements for no additional charge.
- 2) Each vendor must specify Additional Charge for delivery with “Less Than Minimum Quantity” per delivery.
- 3) Vendor must specify the Time Allowed For Unloading Without Additional Charge
- 4) Vendor must specify the Charge For Excess Time (Per Hour)

BID EVALUATION:

- 1) This contract will not be split among vendors, but will be awarded in its entirety.
- 2) The County reserves the right to evaluate all bids, waive any technicalities or informalities, and to reject any and/or all bids and proposals.
- 3) The County specifically reserves the right to award the contract to the bidder whose parts best suit the needs and applications of the County's use, or to reject bids that are considered excessive, or for an inferior product.
- 4) The bid evaluation will be made on the following criteria:
 - a) Bid Price
 - b) Compliance with specifications
 - c) Ability to deliver product or service
 - d) Experience, Reliability, and Expertise
- 5) The County may waive minor differences in specifications, provided these differences do not violate the specification intent, materially affect the operation for which the item or items are being purchased nor increase the estimated maintenance and repair cost to the County.
- 6) The County shall be sole judge as to an item meeting or exceeding the specifications.

PERIODIC PRICE ADJUSTMENT

- 1) The base bid prices shown in the initial CONTRACT AWARD NOTIFICATION may be adjusted in accordance with changes in the US Bureau of Labor Statistics Producer Price Index for Ready-mixed Concrete as follows:

PPI Series ID: WPU 1333 (Not seasonally adjusted)
- 2) The “Base” Date for Contract Price Adjustments will be established at the time an award is made.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



Instructions for Bidders

Bid #10-001

Ready-Mix Concrete, Indefinite Delivery Contract

1. Written sealed public bids for a Term Contract to provide **Ready-Mix Concrete, Indefinite Delivery Contract** shall be received in the Purchasing Office, Second Floor, Room 202, 129 Screven Street, Georgetown, SC until the cut-off time shown in the bid timeline on page (2) of this document. Bids will then be publicly and promptly opened at the designated time by the Purchasing Officer. Bids that are not in the Purchasing Officer's possession prior to the stated opening date and time will be considered **NON RESPONSIVE** and returned unopened. An official authorized to bind the offer must sign all proposals submitted.
2. **IMPORTANT OFFEROR NOTES:**
 - a) Bid Number & Title must be shown on the OUTSIDE of the delivery package.
 - b) Federal Express does NOT guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.
 - c) UPS WILL guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day "Early AM" Service.
3. **Inclement Weather/Closure of County Courthouse**

If the County Courthouse is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.
4. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.
5. Two (2) photocopies and one (1) unbound, reproducible ORIGINAL of bids must be submitted in a sealed envelope and clearly marked as follows:

OFFEROR'S NAME

BID ITEM NAME

BID NUMBER

6. **Correction or Withdrawal of Bids; Cancellation of Awards**

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror's mistake is clearly an error that will cause him substantial loss.

 - a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
 - b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County's requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either reawarded or a new solicitation issued.

7. Faxed or E-mailed bids will not be accepted by Georgetown County.
8. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office soon as possible.
9. Definitions:
 - a) The terms “Proposer”, “Offeror”, or “Bidder” refer to those parties who are submitting sealed bids for the materials set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term “Contractor” refers to the successful Bidder.
 - b) The term “Ready Mix Concrete” or “Concrete” refers to the **complete set of services** as specified in this document, in every aspect.
 - c) The terms “Owner” and “County” refer to the County of Georgetown, South Carolina.
 - d) Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
 - e) Where the words “should”, “may”, or “is desirable” are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.
10. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
11. The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled “Exception(s) to Bid Conditions and Specifications,” and shall be attached to the bid.
12. The County reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in part such bid or bids as may be deemed in the best interest of the County. Georgetown County reserves the right to reject any bid submitted, at sole option that the vendor may not be able to meet the service requirements of the bid.
13. Publicity releases: contractor agrees not to refer to award of any resulting 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.
14. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
15. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
16. Georgetown County has a 2% local vendor preference by ordinance. See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.

17. 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 30-4-40, 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. 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.

18. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The contractor certifies that the vendor(s) 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 the complying with the requirements set forth in title 44, Chapter 107.

19. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

20. This Invitation for Bid covers the estimated requirements to provide **Ready-Mix Concrete** for the Georgetown County Public Services Department. The purpose is to establish an **Indefinite Delivery Contract** with firm pricing and delivery under which the department may place orders as needed. The right is reserved to extend the use of this contract to any County Department.

21. TERMS OF AGREEMENT / RENEWAL

The initial term of this contract shall be for a period of one (1) calendar year, effective from date of contract award. The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year. The County reserves the right, at its sole option, to renew the contract for two (2) additional consecutive terms, contingent upon satisfactory performance in the prior period.

22. PRICE ESCALATION/DE-ESCALATION:

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Should the County elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the in accordance with changes in the US Bureau of Labor Statistics Producer Price Index for Ready-mixed Concrete as follows:

PPI Series ID: WPU 1333 (Not seasonally adjusted)

The "Base" Date for Contract Price Adjustments will be established at the time an award is made. Should the price change be granted and the County elects to continue the contract, the purchase order will reflect the changes.

23. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda shall disqualify the bidder.** All addenda are posted by the County at the website located at www.georgetowncountysc.org, select "Purchasing" and "Current Bids". It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

24. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

25. Request for Information or Clarification:

To ensure a fair review and selection process, firms submitting proposals are prohibited from contacting any other staff or Council members regarding the content, timing or scope of these proposals.

All questions or requests for information should be directed, in writing, before the deadline shown on page two (2) of this solicitation to:

Kyle Prufer, Purchasing Officer
Fax: (843) 545-3500, or e-mail: kprufer@georgetowncountysc.org

26. Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:
\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:
\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. Professional Liability

Minimum limits are \$1,000,000 per occurrence.

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

27. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

28. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

29. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

30. Method of Payment

Upon delivery and acceptance of the equipment the contractor shall submit an invoice, detailing the appropriate charges.

Upon receipt of invoice and upon final inspection and acceptance of the equipment, the County will render payment within thirty (30) days. Invoices shall be submitted to:

County of Georgetown
Accounts Payable
P.O. Box 421270
Georgetown, SC 29442-1270

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

31. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.

32. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

33. Termination

Subject to the provisions below, the contract may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall

be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

34. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law

35. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

36. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

37. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

38. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

39. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.

40. Delivery timeNotice of Award

A ***Notice of Intent to Award*** will be mailed to all respondents.

41. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

42. Debarment

By submitting a bid, the bidder is certifying that he is not currently debarred by the County from bidding. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #2000-39, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

43. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

44. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

45. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

46. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

47. Permits

It shall be the responsibility of the contractor to comply with County Ordinances by securing the necessary permits. Building contractors working with Georgetown County must secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License.

48. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

49. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Administrative Services", "Purchasing", Bids Information" and then double click the link under the individual bid listing.

50. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
51. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.
52. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used..
53. Response Clarification
Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
54. Vendor Checklist
The items indicated below must be returned as a part of the Bid Submission package:
- Mandatory Bid Submittal Form
 - Resident Certification for Local Preference
 - Mandatory Exceptions Page
 - Certificate of Insurance must be on file prior to any award.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

NON-SUBMITTAL RESPONSE

Date _____

Kyle Prufer, Purchasing Officer
County of Georgetown
Post Office Box 421270
Georgetown, SC 29442-1270

Dear Mr. Prufer:

We, the undersigned, have declined to submit a proposal on **Bid # 10-001, Ready-Mix Concrete, Indefinite Delivery Contract** for the reason(s) indicated below. Circle the number(s) indicating your reason for not bidding, or explain briefly in the space provided. It is not necessary to return any other portion of the bid document if you are not bidding. Please return this completed form by mail, as above, or by fax to (843)545-3500.

- 1) We do not offer this commodity/service
- 2) We do not manufacture/supply to this specification
- 3) Our schedule would not permit us to perform
- 4) Insufficient time to respond
- 5) We are unable to meet bonding requirements
- 6) We are unable to meet insurance requirements
- 7) Unable to bid competitively
- 8) Quantity/work too large
- 9) Quantity/work too small
- 10) Cannot meet delivery/completion requirements
- 11) Other reasons/additional comments
- 12) Remove our name from the County's List of Bidders

We understand that if neither a bid submission nor a non-response letter is returned after three successive attempts, our name will be deleted from the list of qualified bidders/offerors unless otherwise specified (as stated above).

Company Name: _____

Printed Contact Name: _____

Authorized Signature: _____

Telephone: _____ Fax Number: _____

E-Mail: _____

Unable to meet bid/proposal specifications because: _____

IF NOT SUBMITTING A RESPONSE, PLEASE RETURN BY FAX TO (843)545-3500.



**RESIDENCE CERTIFICATION
FOR LOCAL PREFERENCE**

MANDATORY VENDOR SUBMITTAL FORM

Pursuant to Georgetown County, SC Ordinance #2008-09 as adopted, §2-50 Local Preference, the Georgetown County Purchasing Officer requests Residence Certification. Ordinance #2008-09, §2-50 Local Preference, provides some restrictions on the awarding of governmental contracts; pertinent provisions of #2008-09, §2-50 are stated below:

Sec. 2-50. Local Preference.

1. During the bid evaluation process, any vendor who meets the criteria for Local Preference will have their bid price reduced by two percent (2%), not to exceed a maximum consideration of \$10,000.00 total. If after the application of the Local Vendor Preference, the vendor is determined to be the low responsive/responsible bidder, they will receive the award. The award price will reflect their original amount before the Local Vendor Preference was applied.
2. A vendor shall be deemed to be a resident of this County if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted and has paid all taxes duly assessed.
3. In the event the procurement is to be made pursuant to State or Federal guidelines that shall prohibit or restrict local preference on services provided by prime contracts or subcontractors in the construction industry, then in such circumstances there shall be no local preference.
(Ord. No. 95-22, 7-25-95)

I certify that [Company Name] _____ is a **Resident Bidder** of Georgetown County as defined in Ordinance #2008-09, and our principal place of business is _____ [City and State].

I certify that [Company Name] _____ is a **Non-Resident Bidder** of Georgetown County as defined in Ordinance #2008-09, and our principal place of business is _____ [City and State].

(X) _____
Signature of Company Officer



MANDATORY BID SUBMITTAL FORM
Bid #10-001
Ready-Mix Concrete, Indefinite Delivery Contract

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud;(3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understands all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

1. Name of Company submitting bid _____

2. Cost of Materials:

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>1 - 3.99</u> <u>Cu/Yds</u>	<u>4 - 10</u> <u>Cu/Yds</u>	<u>10 +</u> <u>Cu/Yds</u>
1)	1 Yd	3,000 PSI Ready-Mix Concrete	\$	\$	\$
2)	1 Yd	3,000 PSI Pea Gravel Ready-Mix Concrete	\$	\$	\$
3)	1 Ea	Fiber Added At 1-1/2 Lbs Per Cu Yd	\$	\$	\$
4)	1 Ea	Additives, 1% Calcium Chloride or Hi-Early	\$	\$	\$
5)	1 Ea	Additives, 2% Calcium Chloride or Hi-Early	\$	\$	\$

3. Specify Minimum Delivery Requirements for no additional charge: _____

4. Specify Additional Charge for delivery with "Less Than Minimum" quantity per delivery: _____

5. Specify the Time Allowed For Unloading Without Additional Charge: _____

6. Specify the Charge For Excess Time (Per Hour): _____

7. SC Sales Tax Permit # _____

This purchase is subject to: **6% SC Sales Tax**

If your company is authorized to collect SC Sales Tax, place your SC Sales Tax Permit Number on the line above, otherwise write "NO".

8. Bid cost must remain valid ninety (90) days from bid opening date.

9. Contact Address: _____

10. Contact Person _____

11. Telephone Number _____ Fax Number _____

12. E-Mail address _____

13. Remittance Address: _____

14. Accounting Contact _____

15. Telephone Number _____ Fax Number _____

16. E-Mail address _____

17. FEIN or Social Security Number: _____

18. Will you honor the submitted prices for purchase by other departments within Georgetown County and by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

Yes No

19. Acceptance of Invitation for Bid Content: The contents of the successful IFB may be included as contractual obligation in applicable clauses of the contract; therefore, the selected contractor must be prepared to be bound by his proposal.

20. RENEWAL OF CONTRACT

The County reserves the right, at its sole option, to renew this contract for up to four (4) additional one-year terms, not to exceed five years total. Pricing for additional terms shall be based on the Consumer Price Index (CPI) as published by the United States Bureau of Labor Statistics. Will you honor the CPI for future term pricing?

Yes No

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Georgetown County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

21. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

22. **The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Request for Proposal No. 10-001 were received.**

23. Printed Name of person binding bid _____

24. Signature _____

25. Date _____

NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Please be sure to provide the requested number of copies of all offeror provided attachments. Thank you.

EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation.