



Invitation For Bid

Solicitation: FAC2223-16
 Issue Date: May 19, 2023
 Buyer: Laurie O Lane
 Phone : (843) 398-2249
 Email: laurie.lane@darlington.k12.sc.us

The Term "Offer" Means Your "Bid" or "Proposal".

DESCRIPTION: TSA Paving

SUBMIT OFFER BY (Opening Date/Time): June 7, 2023 @ 11:00 am "Submission Of Offer"

NUMBER OF COPIES TO BE SUBMITTED: 1

QUESTIONS MUST BE RECEIVED BY: June 1, 2023 @ 3:00 pm "Questions From Offerors"

Acknowledgment of Amendments offerors acknowledges receipt of amendments by indicating amendment number, date of issue and Initials of Offeror.		Amendment Number <input type="checkbox"/>	Amendment Number <input type="checkbox"/>	Amendment Number <input type="checkbox"/>	Amendment Number <input type="checkbox"/>
Date of Amendment					
Initials of Offeror					
AWARD & AMENDMENTS	It is anticipated that a "Notice of Intent to Award" or "Contract Award" will be posted in the Darlington County School District Office Annex #1, 2308 N Governor Williams Hwy, Darlington, SC, sent to all Bidders and posted on the District's website at http://www.darlington.k12.sc.us click "Departments" click "Finance & Procurement" click "Solicitation Awards" click "2022-23 Operations Solicitation Awards" within thirty (30) days following the bid opening date and time. Any resulting contract from this solicitation will incorporate the terms, conditions, provisions, specifications and/or scope of work described herein except as may be amended by any amendment, "Notice of Intent to Award," or "Contract Award." This solicitation and any amendments will also be posted on the District's website.				
You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of forty-five (45) calendar days after the Opening Date.					
NAME OF OFFEROR (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship SSN _____ - _____ - _____ <input type="checkbox"/> Corporation Federal ID # _____ <input type="checkbox"/> S. C. Minority Vendor Minority Vendor # _____ <input type="checkbox"/> Other _____ (See provision entitled "Signing Your Offer".) CITY _____ STATE _____			
AUTHORIZED SIGNATURE					
(Offeror named Person signing must be authorized to submit binding offer to enter contract on behalf of above.)					
AUTHORIZED PERSON'S NAME PRINTED					
TITLE (Business title of person signing above)	DATE				
MAILING ADDRESS		CITY	STATE		ZIP
EMAIL ADDRESS		TELEPHONE			

Solicitation Outline

- I. Scope of Solicitation**
- II. Instructions to Offerors**
 - A. General Instructions**
 - B. Special Instructions**
- III. Scope of Work / Specifications**
May be blank if Bidding Schedule / Cost Proposal attached
- IV. Information for Offerors to Submit**
- V. Qualifications**
- VI. Award Criteria**
- VII. Terms and Conditions**
 - A. General**
 - B. Special**
- VIII. Bidding Schedule**

I. SCOPE OF SOLICITATION - It is the intent of DCSD to solicit bids for Paving Parking Lots at Thornwell School of Arts

II. INSTRUCTIONS TO OFFERORS

A. GENERAL INSTRUCTIONS

AMENDMENTS TO SOLICITATION a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.darlington.k12.sc.us> Click Departments, Click Finance & Procurement, Click Solicitations, Click 2022-23 Operations Solicitations, (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the amendment.

AWARD NOTIFICATION Notice regarding the District's intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

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

PROCUREMENT OFFICER AS PROCUREMENT AGENT (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer or designee. Unless specifically delegated in writing, the Procurement Officer is the only official authorized to bind the District with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of Darlington County School District acting on behalf of Darlington County School District pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and Darlington County School District. The Procurement Officer is not a party to such contracts and bears no liability for any party's losses arising out of or relating in any way to the contract.

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the procurement officer of Darlington County School District or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office for Darlington County School prior to the bid opening.

DEFINITIONS Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

- (1) **AMENDMENT** - means a document issued to supplement the original solicitation document.
- (2) **BOARD** - means the Darlington County School District Board of Education.
- (3) **BUYER** - means the Procurement Officer.
- (4) **CHIEF PROCUREMENT OFFICER** - means the Director of Purchasing or designee.
- (5) **COVER PAGE** - means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
- (6) **DISTRICT** - means Darlington County School District.
- (7) **OFFER** - means the bid or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
- (8) **OFFEROR** - means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."
- (9) **PROCUREMENT OFFICER** - means the person, or his successor, identified as such on the Cover Page.
- (10) **SOLICITATION** - means this document, including all its parts, attachments, and any Amendments.
- (11) **SUCCESSFUL BIDDER** - The Bidder chosen by the District for award of a contract. (Also known as the "Contractor" upon commencement of the contract)
- (12) **SUBCONTRACTOR** - means an individual or entity having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.
- (13) **YOU and YOUR** - means Offeror.
- (14) **CHANGE ORDER** means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
- (15) **CONTRACT** See clause entitled Contract Documents & Order of Precedence.
- (16) **WORK** means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract

DUTY TO INQUIRE Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

TAXES OMIT FROM PRICE Do not include any taxes in Your price that Darlington County School District may be required to pay.

PROTESTS Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within seven (7) days of the date notification of award is posted in accordance with the District's Procurement Code. A protest shall be in writing, submitted to the Chief Procurement Officer, 120 East Smith Avenue, Darlington, SC 29532 and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

PUBLIC OPENING Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. Prices will not be divulged at this time.

QUESTIONS FROM OFFERORS (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) Darlington County School District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer - as soon as possible - regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

RESPONSIVENESS / IMPROPER OFFERS

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

(b) **Multiple Offers**. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

(c) **Responsiveness**. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to Darlington County School District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

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

RESTRICTIONS APPLICABLE TO OFFERORS By submitting an Offer, You agree not to discuss this procurement activity in any way with any Darlington County School District employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Officer.

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

participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

DISCUSSION WITH RESPONSIVE OFFERORS Discussions may be conducted with responsive offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the Invitation for Bid. All offerors, whose proposals, in Darlington County School District's sole judgment, needing clarification shall be accorded such an opportunity.

SUBMITTING CONFIDENTIAL INFORMATION For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous;

use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless Darlington County School District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper for clear identification when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

BID ACCEPTANCE PERIOD In order to withdraw your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.

REJECTION/CANCELLATION The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or part.

WITHDRAWAL OR CORRECTION OF OFFER Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

ETHICS ACT By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, ore receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information –Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids. Section 8-13-1150.

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

OFFICE CLOSING If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District's processes resume. In lieu of an automatic extension, an amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an amendment will be issued to reschedule the conference.

IRAN DIVESTMENT ACT By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310.

SORT By submission of this bid, the bidder is signing on behalf of himself and any workers employed, that they are in compliance with all of the State SORT laws, South Carolina Code of Laws 23-3-535.

B. SPECIAL INSTRUCTIONS

Questions Relating to this Invitation For Bid

Questions for the purpose of clarifying any part of this IFB must be in writing and can be delivered or e-mailed to: Laurie Lane, Darlington County School District Operations/Facilities Procurement Office, 2308 N Governor Williams Hwy , Darlington, SC 29540.

Pre-bid Meetings – n/a You may schedule a site visit with Brad Jordan, Director of Operations 843-610-8626

E-mail: laurie.lane@darlington.k12.sc.us The solicitation number and name must be clearly noted on all correspondence. For correspondence via e-mail, put it in the 'Subject' field.

Questions for the purpose of clarifying any part of this IFB will be responded to and will be posted at the following web address: <http://www.darlington.k12.sc.us> Click Departments, Click Finance & Procurement, Click Solicitations, Click 2022-23 Operations Solicitations.

Bid Submittal

The District shall receive all bids no later than the date and time specified on the cover page. The District will accept bids via email if you choose to do so. When they are received, they will be printed and put in a envelope and sealed for specified bid opening time. It will be the bidder's responsibility to check with the Procurement Officer to make sure the bid was received before the opening date/time. The District will not accept any responsibility for bids that were not received or followed up on in a timely manner.

Faxed bids are not acceptable.

Required:

Clearly mark the outside of the sealed envelope, box, or package containing the bid and the FEDEX or UPS package with the solicitation # and solicitation description found on the cover page.

Hand delivery/Mail/ Courier service to:
Laurie Lane
Darlington County School District Annex 1
Operations/Facilities Procurement Office
2308 N Governor Williams Hwy
Darlington, SC 29540

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The District is not responsible for any delays caused by the Bidder's chosen means of proposal delivery. Bidder failure to meet the proposal due date and time shall result in rejection of the bid.

III. SCOPE OF WORK

The Darlington County School District intends to secure a source to repave approximately 23,000 sq ft of parking lots at Thornwell School for the Arts, located at 437 W Carolina Avenue, Hartsville, SC 29550, and Hartsville Adult Education, also at 437 W Carolina Avenue Hartsville, SC 29550 in accordance with all requirements stated herein. All existing asphalt is to be removed. Re-grade and replace the native subgrade base as necessary to achieve a 6" compacted base. Install 3" of hot asphalt in 1 lift. Re-stripe all lines and symbols as applicable. New asphalt must match the grade of the existing asphalt. Total cost must include removal of existing paving, repair or compaction of sub-base material, new paving, and painting for spaces. This is to be a turn-key job.

CONTRACT:

All work will be performed under a single, fixed-price contract.

CONTRACTOR'S USE OF PREMISES:

The contractor shall have complete use of the work site and the immediate area surrounding the work site for the execution of the work. The contractor shall be advised that the site will be available for construction from June 20, 2023, through July 21, 2023. All paving operations must be completed during that period. The contractor shall assume full responsibility for the protection and safekeeping of the products under this contract, stored on the site.

SPECIFICATIONS:

MINIMUM TECHNICAL SPECIFICATIONS

CONTRACTOR'S RESPONSIBILITIES:

Except as specifically noted otherwise, provide and pay for:

- Labor, materials, and equipment.
- Tools, materials, and machinery.
- Facilities and services necessary for the proper execution of the work.
- Legally required sales, consumer, and use taxes.
- Permits, fees, and licenses.
- Give required notices.
- Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities that bear on the performance of the work.
- Promptly submit written notice of observed variances of contract documents from code requirements. Enforce strict discipline and good order among employees. Do not employ persons unskilled in the assigned task.

SITE IMPROVEMENTS

PART 1 -GENERAL

DESCRIPTION: The new asphalt is a replacement for existing asphalt surfaces at specified locations at Thornwell School for the Arts and Hartsville Adult Education site. Construction includes but is not necessarily limited to grinding or removal of existing asphalt concrete pavement, stockpile of existing aggregate base materials, asphalt surfacing materials, placement of aggregate base and asphalt, and pavement markings.

QUALITY ASSURANCE:

Standard requirements: insofar as is consistent with project requirements, conform to applicable requirements of the State of South Carolina.

QUALIFICATIONS OF WORKERS:

Provide at least one person who is thoroughly trained and experienced in the skills required and who shall be completely familiar with the design and application of work required by this section and who shall be always present during the progress of the work of this section and shall direct all work performed under this section. For the actual finishing of asphalt concrete surfaces and operation of the required equipment, use only personnel who are thoroughly trained and experienced in the skills required.

SUBGRADE PREPARATIONS:

The subgrade should be compacted to a uniform density of 95 percent of the maximum density. This should be determined in accordance with Standard or Modified Proctor density (ASTM D698 or ASTM D 1557) as appropriate to the soil type. When finished, the graded subgrade should not deviate from the required grade and cross section by more than one-half inch in ten feet. If the subgrade is a fine-grained silt or clay, a separation fabric should be considered for use to prevent the finer material in the subgrade from inundating the more open-graded layers to be placed as a part of the pavement section. Construction includes but is not necessarily limited to the removal of the existing surface, the stockpile of existing aggregate base materials, asphalt surfacing materials, placement of asphalt concrete, seal coat of asphalt surfaces, and pavement markings.

COMPACTION

Immediately after the asphalt mixture has been spread, struck off and surface irregularities adjusted, it shall be thoroughly and uniformly compacted by rolling. The surface shall be rolled when the mixture is in the proper condition and when the rolling does not cause

undue displacement, cracking, or shoving. Initial rolling shall be done with a steel-drum roller with the drive roll operating toward the paver, and/or a suitable pneumatic tired roller. Initial rolling shall be completed while the bituminous mat temperature is above two hundred twenty-five degrees (225°) Fahrenheit. Following the initial rolling at least three coverages of the pavement shall be completed with a pneumatic tired roller, while the mat temperature is above one hundred seventy-five degrees (175°) Fahrenheit. Final rolling shall be completed with a steel-drum roller and shall continue until roller marks and further compression are not evident in the pavement and the specified density has been achieved. Any displacement occurring as a result of the reversing of the direction of a roller, or from other causes, shall be corrected at once using rakes and the addition of fresh mixture when required. Care shall be exercised in rolling not to displace the line and grade of the edges of the asphalt mixture. To prevent adhesion of the mixture to the rollers, the wheels shall be kept properly moistened with water or water mixed with very small quantities of detergent or other approved material. Excess liquid will not be permitted. Along forms, curbs, headers, walls, and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or mechanical tampers. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area. Rollers or other vehicles shall not be parked or left standing on pavement that has not cooled sufficiently to prevent indentation by wheels.

WEATHER LIMITATIONS

Asphalt mixture shall not be placed when it is raining or when rain is imminent, on a saturated surface, or when weather conditions prevent proper handling or finishing of the mixture. Asphalt mixture shall not be placed unless the surface temperature is forty-five degrees (45°) Fahrenheit or warmer and the ambient air is at least thirty-two degrees (32°) Fahrenheit and not descending. Air temperature shall be measured in the shade away from heat sources at the paving site.

The contractor shall exercise every reasonable precaution and shall conduct and schedule operations so as to protect all storm drain systems, storm water retention/detention basins, irrigation canals, or natural streams located adjacent to or in any way connected with the Project from pollution with mud, silt, fuels, oils bitumen's, calcium chloride, pesticides, herbicides, and any other harmful materials whether emanating from storm runoff or non-storm water discharge.

PART 2 –PRODUCTS

MATERIALS

PAVEMENT:

Aggregate Base: Class 2, ¾" maximum, in accordance with Section 26, Standard Specifications. Existing pavement recycled for use as an aggregate base shall comply with Class 2 standards for an aggregate base.

Paint Binder (tack coat): as defined in Section 39-4.02 and Section 94, Standard Specification.

Surface Course: Type B Asphalt, ½" maximum for final lift, ¾" maximum for lower lift(s) per Section 39, Standard Specifications.

PAINT:

Quick drying high visibility water-soluble acrylic stripping paint, Stripe-Master, Wikel Manufacturing Company or similar by Sherwin William, PPG or equivalent.

PART 3–EXECUTION

CONSTRUCTION:

Subgrade: Prepare subgrade in accordance with Section 19, Standard Specification to 95% relative compaction.

Aggregate Base: Spread and compact to 95% relative compaction and uniform thickness in accordance with Section 26, Standard Specification.

Grinding: Shall conform to the provisions of Section 42, Standard Specifications

Asphalt: Mixed, spread, and compacted in accordance with Section 39, Standard Specification.

Pavement Markings:

Preparation: Thoroughly clean the areas where pavement markings will be applied.

Painting: Apply the painting in accordance with the manufacturer's published recommendations, using all means necessary to protect the paint surfaces until dry. All pavement striping and messages shall receive a minimum of two (2) coats of paint.

Paint: paint shall conform to the specification for Type P-64 paint as specified in Section 09900 of Standard Specification.

DISPOSAL OF REMOVED MATERIALS:

All material specified for removal shall be removed from the site and disposed of off-site in accordance with Federal, State, and Local ordinances and regulations. Material to be disposed of off-site must be removed from the site immediately after demolition.

The contractor shall be responsible for all fees and permits.

All contractors are required to work according to OSHA regulations and all care should be taken to ensure the safety of all students, staff, visitors, and other employees. All contractors shall conduct themselves and their work in a professional manner.

This is a turnkey job and the contractor is responsible for all the material, labor, equipment, tools, and anything else required to complete this work according to the details specified herein.

IV. INFORMATION FOR OFFERORS TO SUBMIT

1. Offeror is to provide Signature Sheet (Page 1)
2. Bidding Schedule (Pages 13)
3. Vendor Application Form (Page 12)
4. All bids should be complete and should convey all of the information requested by the District. If significant errors are found in the Offeror's bid, or if the bid fails to conform to the essential requirements of the IFB, the District and the District alone, will be the judge as to whether the variance is significant enough to reject the bid. Bids which included either modifications to any of the contractual requirements of the IFB or an Offeror's standard terms and conditions may be deemed non-responsive and therefore not considered for award.
5. Certificate of Insurance with DSCD named as Certificate holder (Must be provided if awarded bid).

Failure to provide all requested information will be reason for rejection of bid.

V. QUALIFICATIONS

Offeror must, upon request of the District, furnish satisfactory evidence of its ability to furnish the goods or services requested in accordance with the terms and conditions set forth in this bid. The District reserves the right to make the final determination as to the Offeror's ability to provide the goods/services requested herein.

A SC General or Mechanical Contractors license is required for anyone performing commercial construction over 5,000 in the regulated classifications listed in Title 40, Chapter 11, Section 40-11-410. Commercial contractors will be required to include their SC License # on the bidding schedule. (if applicable)

VI. AWARD CRITERIA

Awards will be made to the lowest responsive and responsible bidder. Awards will be awarded per discretion of the District. The District reserves the right to accept the bid that is in the best interest of the District.

Terms and Conditions

A. General

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. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Darlington County School District.

CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS: Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Officer responsible for this solicitation and the contractor. All questions, problems or changes arising after award of this contract shall be directed to the Procurement Officer responsible for this solicitation, Laurie Lane, Operations/Facilities Procurement Office, 2308 N Governor Williams Hwy, Darlington, South Carolina 29540.

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 the 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 Governments 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.

INDEMNIFICATION: Darlington County School District, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the offeror's proposal.

PAYMENT FOR GOODS & SERVICES: Payment for goods & services received by the District shall be processed in accordance with Darlington County School District Procurement Code.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor will be required to assume sole responsibility for the complete effort as required by this IFB. The District will consider the contractor to be the sole point of contact with regard to contractual matters.

SOUTH CAROLINA GOVERNING LAW CLAUSE: The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Darlington County, State of South Carolina. Contractor agrees that any act by the District regarding the Agreement is not a waiver of either the District's sovereign immunity or the District's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

SUBCONTRACTING: If any part of the work covered by this IFB is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the District. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

TERMINATION: Subject to the Provisions below, any contract resulting from this proposal may be terminated by the Director of Procurement, provided a thirty (30) days advance notice in writing is given to the contractor.

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

Cause: Termination by the District 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 notice requirement is waived and the default provision in the bid shall apply.

Default: In case of default, the District reserves the right to purchase any or all items/services in default in open market, charging the Contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the District pursuant to this contract shall belong exclusively to the District.

B. Special

CHANGES: Any changes, additions, or deletions must first be authorized by the Darlington County School District Procurement Department.

INSPECTION RIGHTS:

Darlington County School District reserves the right to inspect and approve the services/equipment offered under the specifications of this solicitation.

INSURANCE REQUIREMENTS: The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker's Compensation and/or General Liability Insurance certificate to the District. Worker's Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Purchasing Department of Darlington County School District.

WARRANTY:

The contractor warrants to Darlington County School District that all services performed as a result of this bid and specifications will be performed in a professional manner consistent with industry practices.

FEEs, LICENSES, PERMITS AND RESPONSIBILITIES:

The contractor, at his own expense, is responsible for obtaining any necessary licenses, fees, or permits and for complying with all applicable Federal, State, and local laws and regulations in connection with the performance of this service. Contractor shall be responsible for all damages to persons or property that occurs as a result of his or employees' fault or negligence. Contractor should complete project within thirty (30) days of the award being issued by the District.

DEBARMENT/SUSPENSION:

By submission of a response to this solicitation, bidders are certifying that they are not debarred or suspended from doing business with any other School District.

Darlington County School District reserves the right:

- to award bids based on individual items, group items, or the entire list of items;
- to reject any or all bids, or any part thereof;
- to waive any informality in bids;
- to accept the bid that is most advantageous to the District.

<i>Additional Bid & Contract Conditions</i>

REQUIRED INSURANCE LIMITS:

Automobile Liability to include all vehicles owned, leased, used by the Contractor and written on an occurrence basis with the same insurer that covers the commercial general liability.

Bodily injury minimum limit of \$500,000

Property damage minimum limit of \$50,000

With the District named as an additional insured.

Commercial General Liability written as a combined single limit for bodily injury and property damage and written on a per occurrence basis with the same insurer that covers the automobile liability.

Bodily injury and property damage combined minimum limit of \$500,000 with general aggregate of \$1,000,000 with the aggregate limit applying in total to this contract only.

Products and completed operations minimum limit of \$300,000 maintained for up to two (2) additional years following final completion or termination of the contract.

Personal and advertising injury minimum limit of \$300,000

Contractual liability minimum limit of \$300,000

With the District named as an additional insured.

Worker's Compensation as required by law and including disease benefit.



VENDOR APPLICATION FORM

Procurement Office Use Only
Vendor ID # _____ Initials _____

BUSINESS FULL LEGAL NAME & ADDRESS:

REMITTANCE ADDRESS (IF DIFFERENT):

PHONE: _____

FAX: _____

PHONE: _____

FAX: _____

WATTS: _____

CELL: _____

WATTS: _____

CELL: _____

→ WEBSITE ADDRESS: _____

NAMES OF OWNERS, OFFICERS, PARTNERS AUTHORIZED TO BIND THE COMPANY:

OWNER / PRESIDENT: _____

PHONE: _____

FAX: _____

→ EMAIL ADDRESS FOR OWNER / PRESIDENT: _____

PARTNER 1: _____

PHONE: _____

FAX: _____

PARTNER 2: _____

PHONE: _____

FAX: _____

VICE-PRESIDENT: _____

PHONE: _____

FAX: _____

TREASURER: _____

PHONE: _____

FAX: _____

DISTRICT MANAGER: _____

PHONE: _____

FAX: _____

SALES REPRESENTATIVE: _____

PHONE: _____

FAX: _____

→ EMAIL ADDRESS FOR MAIN SALES CONTACT: _____

INFORMATION ABOUT TYPE OF BUSINESS:

TYPE:
(Check all that apply)

- | | |
|--------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation (inc.) |
| <input type="checkbox"/> Partnership (not inc.) | <input type="checkbox"/> Partnership (LLP) |
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Manufacturer |
| <input type="checkbox"/> Construction (not inc.) | <input type="checkbox"/> Construction (inc.) |
| <input type="checkbox"/> Medical Services | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Attorney | <input type="checkbox"/> Distributor / Dealer |
| <input type="checkbox"/> Service Provider | <input type="checkbox"/> Wholesaler / Retailer |
| <input type="checkbox"/> Sales & Service | <input type="checkbox"/> Sales (only) |
| <input type="checkbox"/> Research & Dev. | <input type="checkbox"/> Other |

Are you subject to IRS 1099 reporting for income tax purposes?

☐ Yes ☐ No ☐ I don't know

STATUS: ☐ Minority Owned * ☐ Woman Owned *

* Must be at least 51% owned/controlled by minorities (non-whites) or women. Check all that apply even if not State certified.

INFORMATION ABOUT PRODUCTS / SERVICES:

(Find "best fit" category(ies). Check all that apply.)

- | | |
|-------------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Books & Similar Materials | <input type="checkbox"/> Landscaping / Lawn Maint. |
| <input type="checkbox"/> Computer Hdw / Software | <input type="checkbox"/> Printing |
| <input type="checkbox"/> Construction (Specify Below) | <input type="checkbox"/> Rentals (specify) |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Repairs (specify) |
| <input type="checkbox"/> Masonry | <input type="checkbox"/> Services (specify) |
| <input type="checkbox"/> Mechanical / HVAC | <input type="checkbox"/> Supplies (specify) |
| <input type="checkbox"/> Painting | |
| <input type="checkbox"/> Plumbing | |
| <input type="checkbox"/> Roofing | |
| <input type="checkbox"/> Other (specify) | |
| <input type="checkbox"/> Equipment | <input type="checkbox"/> Telecommunications |
| <input type="checkbox"/> Food Products | <input type="checkbox"/> Vehicles / Trucks |
| <input type="checkbox"/> Furniture | |
| <input type="checkbox"/> Other (specify) | |

IDENTIFICATION AND CERTIFICATION:

In compliance with Internal Revenue Service and State of South Carolina regulations, please provide us with the following taxpayer identification information. We are required by law to obtain this information when making a reportable payment to you. Failure to provide the information may subject future payments to a 31% backup withholding and \$50 penalty. ** This serves as a substitute Federal W-9.

For individuals, enter social security number (SSN): _____

For sole proprietors, enter owner's SSN or Federal Employer's Identification Number (FEIN): _____

For partnerships, corporations or others, enter FEIN: _____

For verification of sales tax collection authority, enter State of SC Sales Tax License Number: _____

For certified minority/disadvantaged businesses, enter State of SC Certification Number: _____

Under penalties of perjury, I certify that the numbers provided above are true and correct and I am not subject to backup withholding because: (a) I am exempt, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. I further certify that all information supplied herein is correct and the applicant nor anyone in connection with the applicant as a principal or officer, so far as is known, is now debarred, suspended or otherwise declared ineligible to do business with any agency of the State of South Carolina, the Federal government or Darlington County School District.

Authorized Signatory _____

Print Name & Title _____

Date Completed _____

BIDDING SCHEDULE

FAC2223-16 TSA Paving

Total Bid:	\$

(Legal Name of Person, Firm or Corporation Submitting Bid)

(Phone Number)

(Mailing Address for the above)

(Email Address)

(Printed Name of Person Authorized to bid)

(Title)

(Signature of Person Authorized to bid)

(Date)

SC CONTRACTOR LICENSE # _____

