INVITATION TO BID

Bid Name: Irongate Phase 2 Project Sealed Bids

Description: Dorchester County, South Carolina invites sealed bids to provide the installation of stormwater pipe and boxes to alleviate flooding conditions at the rear of properties on Ravenswood Court, Irongate Subdivision and extending through HOA property of Brandymill Subdivision discharging into Sawmill Branch.

Bid Notice Number: 2017-3183-4520-32

Closing Date/Time: Thursday, May 18, 2017 at 4:00 P.M., local time

Bid Opening: Dorchester County Purchasing Department

201 Johnston Street St. George, SC 29477

S.G. Stephens, Jr., CPPO, Procurement Director

Specifications/Construction Plans: Available on the Dorchester County Purchasing Department E-Procurement website (http://bids.dorchestercounty.net) after bidder registration. For questions on registration call the Purchasing Department at (843) 563-0142 or 832-0142.

E-Mail: sstephensjr@dorchestercounty.net

Award: Notification of successful bidder will be posted on the County website: www.dorchestercounty.net (Select Purchasing Department from drop down)

Vendor Registration: http://bids.dorchestercounty.net

Vendors that have not registered are to go to the above website, register and then download the bid documents- $\bf Commodity\ Code\ 4500$.

Project Contact: Mike Goldston, Engineering Manager

Website: http://bids.dorchestercounty.net

DEADLINE FOR WRITTEN QUESTIONS (on module) IS THURSDAY, MAY 11, 2017 AT 5:00 PM.



Dorchester County Purchasing

Telephone (843) 563-0142 or 832-0142 Fax (843) 563-0152 or 832-0152

Procurement Director 201 Johnston Street St. George, South Carolina 29477

April 29, 2017

Re: Irongate Phase 2 Project Sealed Bids – 4:00 PM, Thursday, May 18, 2017 Project Number 2017-3183-4520-32

Dear Bidder:

Please refer to the enclosed bid package for the above referenced project. Any questions concerning the bid specifications should be directed to the Procurement Module-http://bids.dorchestercounty.net. If you are unable to bid on this project, please indicate on the enclosed form and return to my office.

Provide original, one copy, and one electronic copy (flash drive or CD) of your bid. Notification of the successful bidder will be posted on the County website: www.dorchestercounty.net.

Thank you for your participation.

Sincerely,

S.G. Stephens, Jr., CPPO Procurement Director

SS Stoply.

/sgs Bid Package

NO RESPONSE

If a "No Response" is to be submitted, please check the appropriate box or boxes below and return this form, prior to the due date, to: Dorchester County Purchasing Department, 201 Johnston Street, St. George, South Carolina 29477.

Cannot respond to solicitation	due to the following reason:
Do not sell or provide the requested good	ds or services
☐ Cannot comply with specifications/staten	nent of work
☐ Specifications/statement of work is uncle	ear
Cannot meet delivery or period of perform	mance
☐ Delivery/period of performance is unreas	sonable
☐ Cannot meet the bond requirements	
\square Not enough time to prepare proposal	
☐ Plan to subcontract	
☐ Job is too large	
☐ Job is too small	
Other (please specify)	
Company:	
Phone/Fax:	
Representative:	
Signature:	

INVITATION TO BID STIG17 Bid Number 2017-3183-4520-32

Dorchester County, South Carolina invites sealed bids from qualified contractors for the installation of stormwater pipe and boxes to alleviate flooding conditions at the rear of properties on Ravenswood Court, Irongate Subdivision and extending through HOA property of Brandymill Subdivision discharging into Sawmill Branch.

•

Sealed bids will be received until 4:00 PM, May 18, 2017 at the Office of the Procurement Director, Dorchester County Services Facility, 201 Johnston Street, St. George, South Carolina 29477. **BIDS RECEIVED AFTER 4:00 PM, MAY 18, 2017 WILL NOT BE CONSIDERED.**

Bid shall be clearly marked, "Irongate Phase 2 Project Sealed Bid-Do Not Open". Specifications may be obtained by registering as a vendor on the purchasing webpage at http://bids.dorchestercounty.net, and then logging in. Commodity Code: 4500

All bids will be publicly opened at 4:00 PM, May 18, 2017 in the Purchasing Department. Dorchester County reserves the right to reject any or all bids and to waive minor deficiencies, informalities, and technicalities, when, in the judgment of County Council, the best interests of the County would be served.

THIS IS NOT AN ORDER

*VENDOR ORIGINAL

*ONE VENDOR ORIGINAL &	ONE VENDOR	COPY TO BE
------------------------	------------	-------------------

*VENDOR COPY

Dates Advertised: SUBMITTED BY EACH BIDDER Page 1 of Pages ____

INVITATION TO BID	FORMAL SEALED BID (X)	REQUEST FOR QUOTE ()		
	BIDS SHOULD BE MAILED	5 1		
	Phone: (843) 563-0140	Dorchester County 201 Johnston Street Dorchester, SC 29477		
1897 (ITB)	HAND DELIVERED AND/OF EXPRESS MAIL BIDS TO:	KFW Services Building 201 Johnston Street		
*DIDC WILL DE DECEIVED LINETH 4.00 D.M. ONL	(FAX BID NOT ACCEPTED)			
*BIDS WILL BE RECEIVED UNTIL 4:00 P.M. ON:	Numbers to be shown of	e of Opening and State License		
May 18, 2017	Numbers to be snown to	on Envelope)		
LOCAL TIME-THEN PUBLICLY OPENED IF SEALED BID	BID No.	BID No. 2017-3183-4520-32		
BID TITLE: Irongate Phase 2				
PREBID CONFERENCE: No				
S.G. Stephens, Jr., CPPO	manning Date	FAX or E-MAIL QUESTIONS TO:		
Purchasing Director		Bid Module.		
VENDOR NAME	REASON FOR NO			
VENDOR MAILING ADDRESS	Amend Number(s)	Received:		
CITY-STATE-ZIP-CODE	S.C. TAX NO.			
Telephone Number ()	FEDERAL I.D. OR	SOCIAL SECURITY NO.		
Toll-Free Number ()				
Fax Number ()	ALITHODIZ	ZED SICNATURE (MANULAL)		
I certify that this bid is made without prior understanding agreement, or connection with any corporation, firm or an		ED SIGNATURE (MANUAL)		
corporation, firm, or person submitting a bid for the sam				
materials, supplies, or equipment, and is in all respects fair an	d			
without collusion or fraud. I agree to abide by all conditions of thi bid and certify that I am authorized to sign this bid for the bidder.		ED SIGNATURE (TYPE/TITLE		
Bid Security is attached (if required) in the amount of: 5% of Bid if over \$25,000.00.	·			

IF A SUMMARY OF BIDS IS DESIRED, ENCLOSE A SELF-ADDRESSED STAMPED

BID ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within ____ days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within ___ days after receipt of order with transportation cost included and prepaid. Unless otherwise stated and accepted herein, I agree to complete this proposed contract in less than sixty (60) days after issue date of purchase order.

I M P O R T A N T
IF YOU CONSIDER THESE SPECIFICATIONS AS RESTRICTIVE,
SEE GENERAL PROVISIONS, PARAGRAPH #20, <u>DISCREPANCIES</u>.

BID SURETY IS REQUIRED ON BIDS OVER \$25,000.00 IN THE FORM OF A BIDDER'S BOND, CASHIER'S CHECK OR CERTIFIED CHECK IN AN AMOUNT OF 5% OF THE BID AMOUNT, PAYABLE TO THE DORCHESTER COUNTY TREASURER.

^{*} Bids received after the time specified for opening cannot be considered and will be returned to the bidder unopened.

DORCHESTER COUNTY Purchasing Department 201 Johnston Street St. George, SC 29477

Ph: (843) 563-0140 BIDDERS SCHEDULE

BID NUMBER: 2017-3183-4520-32 DATE: April 28, 2017

OPENING DATE AND TIME: May 18, 2017 @ 4:00 PM E.S.T.

ADDRESS:

Dorchester County Purchasing Department 201 Johnston Street St. George, SC 29477

PROCUREMENT: Provide and deliver [Insert] 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.

QUANTITIES: Quantities are estimates only and are given for the purpose of bidding. They do not

indicate actual ordered quantities or guarantee quantities to be ordered.

BID SHEET AND SPECIFICATIONS

This sheet must be returned with bid.

Bid Name: Irongate Phase 2 Project Sealed Bids

Description: Dorchester County, South Carolina invites sealed bids for the following:

This project includes installation of stormwater pipe and boxes to alleviate flooding conditions at the rear of properties on Ravenswood Court, Irongate Subdivision and extending through HOA property of Brandymill Subdivision discharging into Sawmill Branch.

- Clearing and grubbing
- Extending/regrade existing ditch
- Approximately 385 LF of 36 inch HDPE pipe and 75 LF of 42 inch pipe
- Three (3) stormwater raised lid boxes
- Grading swale
- Stabilization and riprap

**** ALL QUANTITIES SHALL BE VERIFIED PRIOR TO BID****

Dorchester County reserves the right to add or delete roads from this project to match available resurfacing funds.

All work shall conform to SCDOT Standard Specifications For Highway Construction, Latest Edition.

<u>BID SECURITY BOND:</u> Bid security shall be in an amount equal to at least five percent (5%) of the amount bid. Certified checks should be made payable to the Dorchester County Treasurer.

PERFORMANCE AND INDEMNITY BOND: Contractor shall provide a performance and indemnity bond in the amount totaling one hundred percent (100%) of the amount bid on the award date.

PAYMENT BOND: Contractor shall provide a payment bond equal to one hundred percent (100%) of the amount bid after contract is awarded.

COMPLETION TIME: Contractor shall state estimated completion times from contract award date.

CONTENTO CONTRACTOR SHAIR STATE COSTINA	ted completion times from contract award c
Bid Notice Number:	
Total Lump Sum Bid	\$
Work to be completed within 45 days of award.	

Authorized Signature	Title	_
Company Name		
Address City, State, Zip	Phone/Fax No	
License No.	E-mail Address	

Bid Sheet				
Irongate Phase 2				
4/20/2017				
Item	Unit	Quantity	Unit Price	Cost
Mobilize				
Demolish headwall, pipe and box	EA			
Extend/regrade ditch	LF	30		
Tree removal/clear & grub	EA			
Install 36 in HDPE pipe	LF	385		
Install 42 in HDPE pipe	LF	75		
Install 4x4 Drop Inlet	EA	2		
Install 5x5 Drop Inlet	Ea	1		
Swale grading	LF	460		
Install riprap	TN	6		
Hydroseed	SFT	4600		
TOTAL				

Bidder Checkl Bidder is ackno	list: owledging that the following items have been provided with the bid.
Initial	Certificate of Familiarity
Initial	Acknowledgment of Amendment Number
Initial	Copy of Current License
COMPANY:	AUTHORIZED SIGNATURE:
	The attached Certificate of Familiarity must be returned with bid.

DORCHESTER COUNTY

BID NO: 2017-3183-4520-32 BID TITLE: Irongate Phase 2

LIST OF REFERENCES

Please list four (4) references that your company has recently or currently provided similar products and/or services for.

Company Name	Company Name
Representative	Representative
Address	Address
City, State, Zip Code	City, State, Zip Code
Telephone # / Fax #	Telephone # / Fax #
E-Mail Address	E-Mail Address
Company Name	Company Name
Representative	Representative
Address	Address
City, State, Zip Code	City, State, Zip Code
Telephone # / Fax #	Telephone # / Fax #
E-Mail Address	E-Mail Address
COMPANY:	AUTHORIZED SIGNATURE:

BID NUMBER: 2017-3183-4520-32

DATE:

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized themselves 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 Signature with the IRS	Authorized
Signature with the IKS	
Correspondence Address	Printed Name
Correspondence radices	Timed I valle
City, State, Zip	Title
, 1	
Date	Telephone Number Fax Number
Remittance Address	E-mail Address (PLEASE PRINT)
O'. 0 7'	
City, State, Zip	
Telephone Number	Toll-Free Number if available
receptione runtioes	1011-1 Tee Ivullioet it available
Federal Tax ID Number	SC Sales and Use Tax Number

PAGES 1 THROUGH 8
TO BE RETURNED
IN YOUR SEALED
BID PACKAGE.
OTHER PAGES
SHALL REMAIN
PART OF
THE BID BY
REFERENCE,
AND IT
IS NOT NECESSARY
TO RETURN THESE.

DORCHESTER COUNTY STANDARD CONDITIONS/PROVISIONS

CORRECTION OF ERRORS ON THIS BID FORM

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified for opening.

AMENDMENTS.

All amendments to and interpretations of this solicitation shall be in writing. The County shall not be legally bound by an amendment or interpretation that is not in writing.

ADDITIONAL INFORMATION.

Bidders requiring additional information may submit their question(s) in writing to the Purchasing Department. Answers to questions received that would change and/or clarify this solicitation will provided in writing to all firms that have received the original Invitation for Bid.

DISCUSSIONS/NEGOTIATIONS.

By submission of a bid, vendor agrees that during the period following issuance of a bid and prior to final award of contract, vendor <u>shall not</u> discuss this procurement with any party, except members of the Purchasing Department or other parties designated in this solicitation. Vendor shall not attempt to discuss with or attempt to negotiate with the using Department any aspects of the procurement, without prior approval of the Buyer responsible for the procurement.

INSTRUCTIONS TO BIDDERS

- 1. One clearly marked original and one copy of each bid must be submitted on the forms furnished by the Purchasing Department.
- 2. Bids, amendments thereto, or withdrawal requests received after the time advertised for bid opening will be void, regardless of when they were mailed.
- 3. Quote prices on units specified, with packing included.
- 4. Attach complete specifications for any permitted substitutions offered.
- 5. If specifications or descriptive papers are submitted with bids, enter bidder's name thereon.
- 6. If the article bid upon has a trade name or brand, show same in the bid with model number.
- 7. Sample, when required, must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this bid notice.
- 8. Show delivery time required after order is received, in appropriate space provided on bid forms.
- Bids must be submitted in a sealed envelope/container showing the bid number, opening date, title and appropriate license number(s) on the outside of the envelope/container. DORCHESTER COUNTY ASSUMES NO RESPONSIBILITY FOR UNMARKED ENVELOPES BEING CONSIDERED FOR AWARD.
- 10. The commodities and/or services must be furnished as described and specified, delivered f.o.b. destination freight prepaid. The term f.o.b. destination shall mean delivered, removed from crate, and placed inside of building, when applicable. County buildings do not have loading docks.
- 11. Bidders to visibly mark as "Confidential" each part of their bid that they consider to be proprietary information.

12. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may be determined invalid.

CONDITIONS

- 1. All bids must be submitted on the forms furnished. Number of Amendments received, if any, must be shown on page #1 of the Invitation for Bid. Altered or incomplete Bid Invitations, or use of substitute forms may render the bid non-responsive.
- 2. Unit prices will govern over extended prices, unless otherwise stated in notice.
- 3. Payment in connection with discount offered will be computed from the time of inspection/or acceptance.
- In case of default by Contractor, the County reserves the right to purchase any or all items in default in open market, charging Contractor with any additional costs. SHOULD EACH CHARGE BE ASSESSED, NO SUBSEQUENT BIDS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
- 5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated and operate satisfactory on the County's existing equipment (as applicable). Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.
- 6. Tie bids will be resolved, as outlined in the County's Procurement Ordinance.
- 7. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
- 8. Unless otherwise indicated in the bid notice, prices must be firm.
- 9. The successful bidder shall indemnify and save harmless Dorchester County and all County Officers, agents, and employees from all suits or claims of any character brought by reason of infringing on any patent trademark or copyright.
- 10. Dorchester County, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the using agency.
- 11. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded.
- 12. Any contract entered into by the County or its departments, institutions, agencies, political subdivisions, or other entities resulting from this bid notice shall be subject to cancellation without penalty, at the end of any fiscal or appropriated year, unless otherwise provided by law.
- 13. Request for quotes must be received by the Purchasing Department by the date and time designated, but will not be publicly opened. **Formal sealed bids shall be publicly opened.**
- 14. All taxes on any items that the County may be required to pay must be shown separately, not included in the bid price.

GENERAL PROVISIONS

1. <u>PROHIBITIONS OF GRATUITIES</u>: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application,

request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore.

- 1.1 <u>Kickbacks</u>: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor under a contract to the prime contractor, or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor order.
- 2. ORDER OF PRECEDENCE: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (A) The Bidding Schedule, (B) General Provisions, (C) Instructions to Bidders, and Conditions, (D) Other Provisions of the Contract, whether incorporated by reference or otherwise, and (E) The Specifications.
- 3. <u>COMPETITION</u>: There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government Contract price without any liability, because the County is exempt from the provisions of the Robinson-Patman Act and other related laws.
- 4. <u>TERMINATION</u>: Subject to the Provisions below, the contract may be terminated by the Purchasing Department.
 - 4.1 <u>Termination for Convenience</u>: The County may, without cause, terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure of Contractor to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any damages, delay damages, or indirect costs which may arise from County's election to terminate this contract in whole or in part for its convenience.
 - 4.2 <u>Termination for Cause</u>: 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 ten (10) days advance notice requirement is waived, and the default provision in this bid shall apply. (See Bid Condition 4.)
- 5. <u>EXCUSABLE DELAY</u>: 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 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 is 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. <u>BID SCHEDULE</u>: Enter the manufacturer, brand, and catalog number bid and prices quoted for each item in the spaces provided on the Bid Schedule sheet. Additional pages may be attached, when applicable, for quantity prices. Quote prices in units of standard pack, pricing each item separately, unless indicated otherwise in bid instructions.
- 7. <u>BIDDERS QUALIFICATION</u>: Bidders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Purchasing Department reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
- 8. <u>BIDDERS RESPONSIBILITY</u>: 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.
- 9. <u>AWARD CRITERIA</u>: Award will be made to the responsible and responsive bidder(s) whose bid is the most economical for the purpose intended, according to the criteria designated in the Invitation for Bid.
 - 9.1 In addition to price, the Bid Evaluation will include the following factors (as they apply):
 - 9.1.1 The quality of performance/workmanship of previous contracts, services, equipment or products; or references which attest to the specific experiences of others.
 - 9.1.2 The timely completion of previous contracts or services or the timely delivery of past orders; or references that attest to the specific experiences of others.
 - 9.1.3 The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
 - 9.1.4 The County reserves the right to conduct on-site inspections of any bidder's facilities prior to award. The results of said inspection will be considered by the County in determining bidder's capabilities of successfully administering to this contract.
 - 9.1.5 The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
 - 9.1.6 The resale value, life cycle costing (which includes the cost of maintenance) and value analysis.
 - 9.1.7 The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required.
 - 9.1.8 Delivery of a product and timely completion of a project as stated by vendor in the bid.
 - 9.1.9 Substantial compliance or noncompliance with specifications set forth in the bid as determined by the County.
 - 9.1.10 Product or parts inventory capability as it relates to a particular bid.
 - 9.1.11 Results of product/equipment testing.

- 9.1.12 Warranty Terms and Conditions.
- 9.2 <u>Evaluation</u>: Bids may be made for one lot only, or for as many lots as the bidder can supply. Award will be made by complete lots and may be made to one or more bidders.
- 9.3 Evaluation of Bids for Multiple Awards: In addition to other factors, bids will be evaluated on the basis of advantages to the County that might result from making more than one award (multiple awards). For the purpose of making this evaluation, administrative costs to the County for issuing and administering each contract awarded under this invitation will be considered, and individual awards will be for the items and combinations of items which result in the lowest aggregate price to the County, including such administrative costs.
- 9.4 <u>Indefinite Delivery</u>: At the discretion of Dorchester County, the contract may be extended for a time period not to exceed 24 months.
- 10. <u>REJECTION</u>: This solicitation does not commit Dorchester County to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or services. The County reserves the right to waive minor informalities and irregularities, to accept or reject any or all bids received as a result of this request, or to cancel in part in or its entirety this bid, if it is in the best interest of the County to do so. In addition, the 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, if such action would be in the best interest of the County.
 - 10.1 <u>Rejection of Lowest Bid</u>: Substantial negative findings from the Bid Evaluation as listed in paragraph 9, <u>Award Criteria</u>, and/or the factors as listed below, may result in the rejection of the lowest bid, if in the best interest of the County of Dorchester.
 - 10.1.1 Additional purchase of repair/replacement parts for the low bid item, as opposed to an existing inventory of parts for a higher bid item.
 - 10.1.2 Greater service costs for the low bid item.
 - 10.1.3 Longer service time for the low bid item, which would cause longer down time of the item.
 - 10.1.4 Proven reliability of the higher bid item.
 - 10.1.5 Compatibility of the higher bid item with existing equipment.
- 11. <u>ASSIGNMENT</u>: The Contractor shall not sublet, assign, nor by means of a stock transfer or sale of its business, assign or transfer this contract without the written consent of the Purchasing Director.
- 12. <u>CONTRACT ADMINISTRATION</u>: Questions or problems arising after award of this contract shall be directed to the Purchasing Department.
- 13. <u>AFFIRMATIVE ACTION</u>: The successful bidder 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, religion, sex, age, national origin, or physical handicap.
- 14. <u>WAIVER</u>: The County reserves the right to reject any or all bids, to waive any General

Provisions, Special Provisions, or minor specification deviation when considered to be in the best interest of this County.

- 15. <u>RESTRICTIONS/LIMITATIONS</u>: No purchases are to be made from this Contract of any item that is not listed, nor of any item that is currently authorized under any contract awarded prior to this Contract.
- 16. <u>PURCHASES FROM OTHER SOURCES</u>: The Purchasing Department reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.
- 17. <u>QUALITY OF PRODUCT</u>: Unless otherwise indicated in this bid, it is understood and agreed that any item offered or shipped on this bid shall be new, the latest model, and in first class condition, and when applicable all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

Any deviations from the Specifications/Conditions listed herein must be clearly identified and explained with each bid.

- 18. <u>ISSUANCE OF PURCHASE ORDERS</u>: Dorchester County shall not be responsible for invoices that do not have a purchase order covering them.
- 19. <u>ITEM SUBSTITUTIONS</u>: No substitutes will be allowed on purchase orders received from agencies, without permission from the Purchasing Department.
- 20. <u>DISCREPANCIES</u>: A bidder who discovers a discrepancy or omission in the specification, or is in doubt of the interpretation of any part of the Invitation for Bid or considers that the Specification or Invitation for Bid is restrictive or discriminatory shall notify the Purchasing Director, in writing not later than ten (10) days prior to the scheduled bid opening, or at a prebid conference should one be scheduled. Exceptions taken do not obligate Dorchester County to change or alter specifications. Nothing will change the Invitation for Bid, unless written amendment is provided by the Purchasing Director at least three (3) working days before the Bid Opening.
- 21. <u>BRAND NAMES</u>: The name of any manufacturer, trade name, or manufacturer's or vendor's catalog or model number set forth in the specification is for the purpose of describing the minimum standard of quality, type, or performance. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality or performance specified.

IRONGATE, PHASE II DRAINAGE IMPROVEMENTS

IRONGATE, PHASE 2 DRAINAGE IMPROVEMENTS





