



## **PROCUREMENT DEPARTMENT**

---

**Teria G. Sheffield**  
Procurement Director

**SOLICITATION TYPE:** Invitation to Bid      **DATE:** 5/8/2024

**ID Number:** 2925      **Title:** Driving Surface Aggregate

**Due Date/Time:** May 30, 2024 at 3:15 p.m.

**LATE SUBMITTALS WILL NOT BE ACCEPTED**

**Opening Location:**

Government Center Building  
Room 3401  
6 S. Congress St., York, SC 29745

**Point of Contact:** Bryant Cook, Procurement Manager

**Questions Deadline:** No later than May 24, 2024 at 4:00 p.m.

**Tentative Date of Council Approval:** June 20, 2024

PO Box 180, 6 South Congress Street, York, SC 29745  
Telephone: 803-684-8520    Fax: 803-684-8580    Web: [www.yorkcountygov.com](http://www.yorkcountygov.com)

## **SECTION 1 SCOPE OF WORK AND SPECIFICATIONS**

### **1.1 Description**

York County is interested in receiving sealed bids from qualified firms who can offer driving surface aggregate for use by the York County Road Maintenance Department.

It is the intent of these specifications to establish quality standards for driving surface aggregate used by the York County Road Maintenance Department, to include a method of measurements and a basis of payment. Only the best commercial practices are to be offered and only materials of first quality, correct type and size, are to be bid.

York County's intent is to contract with **one** qualified firm/company who can provide quality driving surface aggregate. It is anticipated that an agreement will be offered to the bidder who is determined to best meet the needs of the County.

## **SECTION 2 SCOPE AND SPECIFICATIONS**

### **2.1 Scope of Work**

All driving surface aggregate complying with the specifications attached shall be picked up at the Bidder's location and loaded into trucks furnished by York County.

Bidder shall provide a Sieve analysis from on-site sampling and shall submit all applicable AASHTO tests for review by the County. Aggregate specifications shall be verified by a third-party testing laboratory not affiliated with the successful Bidder. Throughout the duration of this contract, the County may at its discretion, periodically request up to four (4) additional sets of tests, at the cost of the Bidder, to ensure product consistency.

### **2.2 General Description**

Driving surface aggregate will be composed of crushed stone, excluding marine limestone, filled and bound with screenings. The aggregate will be free from vegetable matter, sand, lumps or balls of clay, or other deleterious matter. Driving surface aggregate will consist of coarse and fine aggregate as defined in this subsection.

### **2.3 Coarse Aggregate**

Coarse aggregate will be material retained on the No. 4 sieve consisting of hard, durable aggregate particles that are reasonably free from thin or elongated pieces, disintegrated particles, vegetable matter, or other deleterious substances. The maximum abrasion loss

for coarse aggregate is 30% when subjected to the Los Angeles Abrasion Test (AASHTO T 96).

## 2.4 Fine Aggregate

Fine aggregate or binder material will be material passing the No. 4 sieve and is subject to the requirements in this subsection. Fine aggregate for driving surface aggregate will consist of material produced by crushing operations, free from mineral clay or silt soil, excluding marine limestone.

## 2.5 Composite Mixture

After the base course material is spread on the subgrade, mixed, and shaped, but prior to the beginning of compaction operations, the composite mixture will conform to the requirements in the following table:

The composite mixture shall meet the following requirements:

Driving Surface Aggregate	
Sieve Designation	Percentage by Weight Passing
2-inch	100
1½-inch	95 - 100
1-inch	70 - 100
½-inch	48 - 75
No. 4	30 - 60
No. 30	11 - 30
No. 200	0 - 12
Liquid Limit	25 Max.
Plasticity Index	6 Max.

## **2.6 Measurement and Payment**

The term "ton" shall mean the short ton consisting of 2,000 pounds avoirdupois. All materials, which are measured and proportioned by weight, shall be weighed on accurate, approved scales by competent qualified personnel at locations designated by the County. All platform scales shall be of sufficient size to permit the entire vehicle, or combination of vehicles, to rest on the scale platform while being weighed. The supplier shall furnish all scales at no cost to the County. The supplier shall have scales tested by an approved firm, or state agency, as often as the County may deem necessary to ensure their accuracy. The tare weight of vehicles hauling material being paid for by weight shall be the empty weight of the vehicle with the driver aboard and the fuel tanks full. All vehicles shall be weighed once each week to determine their tare weights and except as provided below, this tare weight shall be used for the calendar week in computing net weights. During the course of the calendar week, vehicles may be spot checked for tare weight. If the spot check shows the tare weight of any vehicle is exceeded by 100 pounds during regular weekly weighing, then the tare weight determined during spot checking shall be used to compute the net weights until the next weekly tare weights are determined. If the tare weight of the vehicle is less than the tare weight found at the weekly weighing, the tare weight determined at the weekly weighing shall be used in computing net weights for the calendar week. For proper identification each vehicle shall display a legible identification number and county emblem.

## **2.7 Method of Measurement**

Driving surface aggregate will be measured in tons and the quantity shall be the number of tons of base material, including normal moisture found in stockpiled materials, weighed on approved scales.

## **2.8 Weight Tickets**

The net weight of each load of material and the accumulated weight of the loads for the day shall be recorded in duplicate, on forms suitable to the County. When each load of materials is delivered, one copy of the weight ticket shall be presented to the representative of the County. At any time during the delivery of materials and for the purpose of checking the weighing equipment, the County may direct the supplier to weigh on tested and/or approved platform scales, without additional compensation, any truckload that is to be delivered to the work site.

## **2.9 Basis of Payment**

The driving surface aggregate will be paid for at the contract unit price per ton and said price and payment shall be full compensation for furnishing all materials. Payment will be made on all invoices received by the last day of each month. Payment will be made within

fifteen (15) days after receipt of said invoice. Invoices are to be sent to the Road Maintenance Department, PO Box 120, York, South Carolina, 29745-0120.

Periodically, other county departments make special request for stone. When this situation occurs a separate Purchase Order number will be issued to the successful Bidder and the contracted price per ton in this bid will be used.

## **SECTION 3 INSTRUCTIONS TO BIDDERS**

### **3.1 Submittal**

**Online submittal:** Electronic submittals shall be uploaded in PDF format via the [Getall](#) online portal. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If confirmation email is not received, contact GetAll support at [support@getall.com](mailto:support@getall.com) to confirm submittal was successful. The Offeror shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

**Electronic submittals must include a copy of the bid bond when applicable and any other required documents.**

**For step by step instructions on how to submit a response select Help and then Quick Reference in the [Getall](#) portal:**

**OFFERORS MAY CHOOSE TO SUBMIT PROPOSAL RESPONSE IN ELECTRONIC FORM OR VIA HAND DELIVERY/COURIER SERVICE. ONLY ONE PROPOSAL WILL BE ACCEPTED.**

**In Person/Courier Delivered Submittals:** If Bidder elects to submit bid in person or by mail instead of electronic submission, bids must be received at the location given below no later than the deadline on page 1 of this document. Information must be received at the York County Procurement Department, Room 3501, located at 6 S. Congress St., York, S.C. 29745 and must include one (1) original, clearly marked as such. Faxed information is not acceptable. Bids received after specified time and date will be rejected as non-responsive.

**Each response shall be submitted on the Bid Form as furnished, which includes bid price, acknowledgment of any addendum, Bidder's information and signature.**

**If County offices are closed due to inclement weather, the bids shall be opened at the same scheduled hour on the 3rd working day (excluding County observed holidays) after**

the scheduled bid opening date. In the event that an act of nature occurs preventing a firm to attend a mandatory meeting or submitting a bid on time, the County reserves the right to accept or excuse the firm's tardiness.

### **3.2 Intent**

It is the intent and purpose of York County that this Request permits competition. It must be the Bidder's responsibility to advise York County if any language, requirements, etc., or any combinations thereof, inadvertently limits the requirements stated in this request to a single source.

It is also the intent of this Request to give equal consideration to all Bidders. While evaluating each Bid; price and service will be factors in making a purchasing decision.

### **3.3 Information**

York County reserves the right to reject any or all responses, waive any technicalities and select the Bidder who is determined to best meet the needs of the County for this Request.

To assure clarity, all Bidders may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via the GetAll portal and ask pertinent questions regarding the requirements/specifications of this Request. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Bids will be given consideration unless otherwise specified on cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website [www.yorkcountygov.com](http://www.yorkcountygov.com). Each Bidder must acknowledge receipt of such addenda in the space provided in the Bid Form included herein. In case any Bidder fails to acknowledge receipt of such addenda or addendum, the Bid will nevertheless be construed as though it had been received and acknowledged and the submission of the Bid will constitute acknowledgement of the receipt of same. It is the responsibility of each Bidder to verify that he has received all addenda issued before Bids are opened. Questions received less than five (5) days prior to the date for opening of Bids may not be answered unless otherwise specified on cover page. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect

### **3.4 Inquiries**

**General questions about this solicitation should be submitted through the [Getall](#) portal, by selecting the questions icon in the corresponding Q&A column.**

## **SECTION 4 BID EVALUATION, AWARD, AND CONTRACT**

### **4.1 General**

Bid will be awarded to the most responsible Bidder who meets the requirements and evaluation criteria set forth in the Invitation for Bids and are either the lowest Bid price or lowest evaluated Bid price.

### **4.2 Determination of Lowest Bidder**

Bids must be evaluated to determine which Bidder offers the lowest cost in accordance with the criteria set forth in the Invitation for Bids.

### **4.3 Modification of Bids**

York County does not allow modification of Bids after deadline.

### **4.4 Award**

The County must award this Bid to the lowest responsible and responsive Bidder who best meets the terms and conditions of the Bid. The award will be made on basis of price, product evaluation, and prior history of service and capability. York County reserves the right to reject any or all Bids and to make an award to the most advantageous Bidder.

Upon determination of the lowest Bidder, review of Bid for responsiveness, and satisfaction that the Bidder is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that Bidder.

### **4.5 Terms of Contract**

The contract term shall be for one (1) year with the option to renew for one (1) additional year and shall commence from issuance of Purchase Order to delivery and acceptance by owner of product/services described in this document.

The Contract must be valid from the date of the initial Purchase Order and must remain valid for the duration of term mentioned above.

Breach or non-performance of any Contract term must constitute cause upon which the County may immediately terminate the Contract by written notice. A waiver by the County of any breach or non-performance of any term of this agreement must not operate as a waiver of any subsequent breach or non-performance.

#### **4.6 Termination of Contract**

a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.

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

c. Cause: Termination by York County for cause, default or negligence on the part of the Bidder must be excluded from the foregoing provisions; termination costs, if any must not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.

d. Default: In case of default of Bidder, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Bidder with any excessive costs.

#### **4.7 Non-Appropriation Clause**

Notwithstanding any other provision of this request/agreement, all obligations of the County under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

#### **4.8 Protest**

Any prospective bidder, Bidder, contractor or subcontractor aggrieved in connection with the solicitation of a contract shall protest to the Procurement Director within seven days, but not thereafter, of the date of issuance of the invitation for bids, request for bids or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, Bidder, contractor or subcontractor aggrieved in connection with the intended award or award of a contract shall protest to the appropriate Procurement Officer within seven days, but not thereafter, of the date notification of award is posted. A protest shall be in writing, submitted to the Procurement Director, 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, and must be received within the time provide.



## **SECTION 5 TERMS AND CONDITIONS**

### **5.1 Acceptance and Deviations**

Each Bidder must meet all of the specifications and bid terms and conditions. By virtue of the bid submission, the Bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the BID. Non-substantial deviations may be considered provided that the Bidder submits a full description and explanation of and justification for the proposed deviations in the Exceptions form provided in Section 6.3. Whether any proposed deviation is non-substantial will be determined by York County in its sole discretion.

### **5.2 General Requirements**

All Bidders including the employees of the Bidder must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted bid responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Bidder to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

### **5.3 Title VI of the Civil Rights Act of 1964**

Bidders shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE) on this project.

### **5.4 Conflict of Interest**

The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.

## **5.5 Indemnification and Hold Harmless**

The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees. The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

## **5.6 Drug-Free Workplace**

During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

## **5.7 Applicability/Jurisdiction of South Carolina Law and Courts**

Upon award of a contract under this request the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with

this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the firm agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

### **5.8 Certificate of Insurance**

Once selected, the successful firm may be required to provide proof of insurance to include workers compensation, employer's liability and general liability prior to commencing work.

### **5.9 Assignment**

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

### **5.10 Ownership of Material**

All bids and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this SOLICITATION and including correspondences relating to this SOLICITATION shall, belong exclusively to York County.

### **5.11 Prime Responsibilities**

The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

### **5.12 Subcontracting**

If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

### **5.13 Records Retention and Right to Audit**

The County shall have the right to audit books and records of the successful firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the successful firm shall be made available for auditing purposes at no cost to the County.

### **5.14 Public Access to Procurement Information**

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION which is deemed privileged and confidential by the Bidder, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Bidder supplying the information. All Bidders, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their bid which such Bidders consider to contain proprietary or other privileged information. Additionally, all Bidders shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their bid which Bidders deem to be so exempt and shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Bidder as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Bidder's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Bidder must identify specific parts of the bid package as confidential. Failure to do so or to mark the entire bid package as confidential may result in disclosure of that information.

### **5.15 Non-Collusion Bidding Certification and Disqualification**

By submission of a bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other Bidder or to any competitor.

No attempt has been or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition

One Bid: Only one Bid from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that a Bidder submitted more than one Bid for the work involved, all Bids submitted by that Bidder will be rejected.

#### **5.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

The Bidder certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/bid.

#### **5.17 Certification Regarding Immigration Reform and Control**

The Bidder certifies, by submission of this document or acceptance of a contract, that all Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages. The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected

to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

### **5.18 Chain of Communication**

To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Bidders or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

### **5.19 Prohibition of Donations and Gratuities**

Bidders are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Bidder represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Bidder or the Bidder's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Bidder, or any person, firm, or corporation employed by the Bidder in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee.

### **5.20 Payment and Shipping Terms**

All shipments are to be F.O.B. destination, freight prepaid unless otherwise stated. South Carolina Sales Tax is applicable on goods purchased in South Carolina and on goods shipped to York County from any other State by Bidders possessing a South Carolina Sales Tax number. This purchase is considered a single contract. TERMS: NET 30 DAYS