



## **CHEROKEE COUNTY**

110 Railroad Ave.  
Gaffney, SC 29340  
Tel: (864) 487-2777  
Fax: (864) 487-2796  
Email: [abi.reid@cherokeecountysc.com](mailto:abi.reid@cherokeecountysc.com)

## **REQUEST FOR BID**

**Bid # 2025-30**

***FOR***

**2025/2026 C-Funds Paving Project**

**Issued on:** Wednesday, June 4<sup>th</sup>, 2025

**Due Date:** Thursday, July 3<sup>rd</sup>, 2025 at 12:00 P.M. EST

**Administered by:** Abi Reid, Administration Coordinator

## **INTRODUCTION and INTENT of RFB:**

### **Notice to Vendors**

**Sealed bids** will be received by Cherokee County from experienced, qualified vendors who specialize in C-Fund Paving Projects for the following:

#### **REQUEST FOR BID 2025-30 2025-2026 C-Fund Paving Project**

Bids will be accepted until **Thursday, July 3<sup>rd</sup>, 2025 at 12:00 P.M.** in the Administration Office in the Cherokee County Administration Building, 110 Railroad Ave, 2<sup>nd</sup> Floor, Gaffney, South Carolina 29340. Complete specifications and instructions are attached herewith.

The County plans to receive bids for the 2025-2026 C-Fund Paving Project for roads within the Cherokee County, Gaffney, SC.

Bid documents may be obtained from Abi Reid at the County Office Building, by email [Abi.Reid@cherokeecountysc.com](mailto:Abi.Reid@cherokeecountysc.com). Bids shall be submitted on the form furnished and shall be submitted in a sealed envelope identifying the company name, the RFB title, the RFB number, and the RFB due date on the face of the envelope.

Submission of a bid signifies the Contractor's agreement that its bid and the content thereof are valid and will become part of the contract that is negotiated between Cherokee County and the successful business. All prices submitted with the bid shall remain in effect for the contract period.

## **GENERAL CONDITIONS and FINANCIAL PROVISIONS:**

**PRICING:** The company warrants that the pricing stated herein shall remain firm for a period of one (1) year from the first day of the contract period. Pricing shall include all charges that may be imposed in fulfilling the terms of the contract.

**PAYMENT TERMS:** Payment terms are NET 30 days following receipt of correct invoice. Invoices must be submitted to:

Cherokee County  
Attn: Accounts Payable  
110 Railroad Ave  
Gaffney, SC 29340

Cherokee County is responsible for all payments to the Company under this contract.

**SUBCONTRACTING:** The Company shall **not** have the right or power to assign, subcontract, or transfer interest in this bid. The Company is **prohibited** from subcontracting any services for the following scopes of work: Asphalt milling, concrete saw-cutting, asphalt placement. The Contractor may utilize subcontractors for scopes of work relating to traffic control, signals, signage, pavement markings, etc.

**CHANGES:** Cherokee County shall have the right, at any time, to alter the specifications to meet increased or decreased needs. If any such changes cause an increase or decrease in the cost or the time required for the performance, or otherwise affects any other provision of this agreement, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

**AVAILABILITY OF FUNDS:** Any and all payments to the Company shall be deemed binding only to the extent of appropriated funds for the purpose set forth in this bid.

**NON-DISCRIMINATION:** The Company shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

**GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of South Carolina.

**ADVERTISING:** In submitting a bid to Cherokee County, the Company agrees not to use the results of their bid as a part of any commercial advertising without prior approval of Cherokee County Government.

**CONFIDENTIALITY OF BIDS:** In submitting a bid the Company agrees not to discuss or otherwise reveal the contents of the bid to any source outside of Cherokee County Government until after the award of the contract. Companies not in compliance with the provision may, at the option of Cherokee County, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

**COST FOR BID PREPARATION:** Any costs incurred by a Company in preparing or submitting bids are the Companies' sole responsibility. Cherokee County will not reimburse any Company for any costs incurred prior to award of this contract.

**TIME FOR ACCEPTANCE:** Each bid shall state that it is a firm offer which may be accepted within a period of 60 days following the submittal date, Thursday, July 3<sup>rd</sup>, 2025. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.

**RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to this Request for Bids, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Company shall become the property of Cherokee County when received.

**COLLUSIVE BIDDING:** The vendor's signature on the Cherokee County "Request for Bid (RFB)" is a guarantee that the prices quoted have been arrived at without collusion with other eligible Company and without effort to preclude Cherokee County Government from obtaining the lowest possible competitive price.

**ERRORS AND OMISSIONS:** The Contractor shall not take advantage of any errors or omissions in this RFB. The Company shall promptly notify Cherokee County Government of any omissions or errors found in this document.

**BID OPENING:** The proposal deadline is Thursday, July 3<sup>rd</sup>, 2025, at 12:00 P.M. and opened at 2:00 P.M. on Thursday, July 3<sup>rd</sup>, 2025, in the Cherokee County Council Chambers. On that date and time, the package containing the proposals from each responding Company will be publicly opened. At that time the name of the Company and the cost(s) offered will be announced. This is an open and public meeting. Interested parties may attend. However, it must be noted that these costs and their components are subject to further evaluation for completeness and correctness. Therefore, the cost(s) announced at that time may not be an exact indicator of the Companies pricing position. Neither can the assumption be made that the Company with the lowest price offered will be awarded the contract. See "**EVALUATION CRITERIA**" and "**AWARD OF RFP**" for further explanation on the components involved with the award of this contract. An award recommendation will be made at the Cherokee County Council meeting on Monday, July 7<sup>th</sup> at 5:00pm. This award recommendation does not institute a contractual agreement with the company recommended.

**EVALUATION CRITERIA:** Cherokee County Government, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Company. The bids will be evaluated on a "best overall value" basis including, but not limited to, completeness and content of the bid, pricing, quality, the Company's ability to follow the specifications, the Company's ability to provide a team of skilled, trained employees, the Company's experience with similar projects and the Company's responses to "Mandatory Issues". In addition to these considerations, the evaluators may request additional information, oral presentations or discussions with any or all of the responding Company's to clarify elements of their bid or to amplify the materials presented in any part of the bid. However, Companies are cautioned that the evaluators are not required to request clarification; therefore, all bids should be complete and reflect the most favorable terms available from the Contractor.

Cherokee County reserves the right to make independent investigations as to the qualifications of the Company. Such investigations may include contacting existing customers. Companies should keep in mind that this is a Request for Bids and not a request to contract. Cherokee County reserves the unqualified right to accept or reject any and all bids, and to waive any irregularities as may be permitted by law when it is deemed that such action will be in the best interest of Cherokee County.

**REFERENCE TO OTHER DATA:** Only information which is received in response to this Request for Bids will be evaluated. Reference to information previously submitted shall not be evaluated.

**AWARD OF BID:** Cherokee County Government, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Company. Price will be a major consideration but will not be the determining factor in our selection. The award of this contract will be based and granted on "**BEST VALUE.**" "**BEST VALUE**" will allow Cherokee County to consider factors beyond pricing such as whether the responsible Company is able to meet and/or exceed the required specifications. "**BEST VALUE**" will permit and reflect prudent stewardship of public funds and trust. Award of the contract to one Company does not mean that the other bids lacked merit. Award of the contract signifies that after all factors have been considered, the selected bid was deemed most advantageous to Cherokee County

**NOTIFICATION OF AWARD:** After all prerequisites and specifications have been met by the Company and the award for Paving has been made, the successful Company will be notified within ten(10) working days of this award. Cherokee County will notify the successful Company in writing, either by a LETTER OF AWARD or a PURCHASE ORDER or both. VERBAL NOTIFICATION OF THE AWARD OF THIS CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.

**TERMINATION FOR CAUSE:** Cherokee County reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause.

**TERMINATION WITHOUT CAUSE:** The Company may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

## **EMPLOYEE GUIDELINES:**

**DRUG POLICY:** The Company certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. The Company further agrees their employees shall comply with Cherokee County's Drug-Free Workplace Policy.

**EMPLOYEE GUIDELINES:** The Company shall use only qualified personnel to provide the required services. The Company shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds.

## **SAFETY:**

**State and Federal Regulations:** The Company shall perform all work in accordance with State and Federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Company shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

**Public Safety:** The Company shall protect the safety and convenience of the general public. The Company shall perform work as needed and necessary to protect the general public from hazards.

## **SPECIAL CONDITIONS:**

**HISTORICALLY UNDERUTILIZED BUSINESSES:** Cherokee County invites and encourages participation in this Request for Bids process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

## **BID INFORMATION:**

- Bids will be received by Cherokee County until Thursday, July 3<sup>rd</sup>, 2025 at 12:00pm. Bids may be submitted by mail or delivered in person. **NO** faxed or email bids will be accepted. The Administration Coordinator must receive all bids at the following location PRIOR to the date and time specified. Any bid received after the date and time prescribed shall **NOT** be considered for award and the bid shall be returned to the Company.

Each bid must be submitted in a sealed envelope, addressed to:

Cherokee County  
Attn: Abi Reid  
110 Railroad Ave  
Gaffney, SC 29340

- Each sealed envelope containing a bid must be plainly marked with the **“COMPANY’S NAME”, “RFB TITLE”, “RFB NUMBER”, and the “RFB OPENING DATE & TIME”.**
- All bids must be submitted on the required forms. All blank spaces for bid prices must be completed in ink or typewritten. The Bid Forms must be completed, signed, and dated by an official of the company authorized to bind the firm. Unsigned bids will not be considered. Bids must consist of one (1) original and one (1) copy. These bids shall be marked as such – Original and Copy.
- Questions regarding this RFB must be submitted in writing directly to **Kristy Bradley, [kristy.bradley@cherokeecountysc.com](mailto:kristy.bradley@cherokeecountysc.com)**.
- A conditional or qualified bid will not be accepted.
- **Prior to receiving the contract, the successful bidders will be required to submit a Certificate of Liability Insurance and a current W9 form.**
- All on-site contractors including 1099 vendors who perform work on Cherokee County property and the premises of Special Tax Districts utilizing County collected funding, are required to carry Workers Compensation Insurance Coverage. Proof of insurance (certificates) must be on file before a purchase order can be issued or work begun. Any exceptions to this requirement must be approved by the County Administrator. The requirements are as follows:
  - Workers Comp = Statutory Limits
  - Employers Liability: \$100,000 Minimum
  - General Liability: \$1,000,000 Minimum
  - Auto Liability: \$1,000,000 Minimum

If selling products for a building project, the general liability must include Products and Completed Operations coverage. For high risk jobs (i.e. asbestos removal) a higher limit may be required. For businesses not required by law to obtain Worker’s Compensation Insurance, the cost of WC coverage on the part of Cherokee County may be factored into the bid/quoted price.

**COMPANY INFORMATION:**

1. Owner of the Company \_\_\_\_\_
2. Location of the Company \_\_\_\_\_
3. List the number of years in business \_\_\_\_\_
4. Is your business full or part-time? \_\_\_\_\_
5. List the number of people employed on a regular basis. \_\_\_\_\_
6. Do you maintain an office that is staffed during normal daily working hours?  
\_\_\_\_\_
7. Who is the County's contact person in the event your firm is awarded the contract?  
\_\_\_\_\_  
E-mail Address: \_\_\_\_\_
8. List at least four (4) references of firms (not residences) in which your company has provided services within the past two (2) years.

Company Name	Contact Name	Telephone Number



**CHEROKEE COUNTY**  
**110 RAILROAD AVE**  
**GAFFNEY, SC 29340**

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**REQUEST FOR BID (RFB)**

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RFB TITLE:  
**2025-2026 C-Fund Paving Project**

RFB NUMBER:  
**# 2025-30**

Issue Date:  
**June 4<sup>th</sup>, 2025**

Purchasing Contact & Telephone  
**Abi Reid**  
**Administrative Specialist**  
**864-902-2299**

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**BID DUE DATE & TIME:**

**Thursday, July 3<sup>rd</sup>, 2025 @ 12:00 P.M. EST**

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**NOTE: Bids received after the opening date and time will not be accepted.**

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Cherokee County Government solicits your company to submit a bid on the above referenced project. By signing this form, the Company signifies their acceptance of all terms, conditions, and specifications set forth in this Request for Bids. All bids must have an authorized signature in the space provided below. Two (2) copies of your bid must be sealed and delivered to: CHEROKEE COUNTY, Finance Office, 110 Railroad Ave, Gaffney, SC, 29340 before the RFB deadline. The package containing bids for this project must reference the "COMPANY'S NAME", "RFB TITLE", "RFB NUMBER", and the "RFB OPENING DATE & TIME". **NO** faxed or email bids will be accepted. Cherokee County Government will not be responsible for late or lost bids by the U.S. Postal office or any other delivery services used by the Company. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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**THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE CONTRACTOR.**

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COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

EMPLOYER'S FEDERAL IDENTIFICATION NUMBER:

TELEPHONE NUMBER:

FAX NUMBER:

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I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER CONTRACTOR SUBMITTING A BID FOR THE SAME SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFB AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFB AS OR FOR THE COMPANY.

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AUTHORIZED SIGNATURE:

TYPED OR PRINTED NAME:

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**REQUEST FOR BIDS – 2025-2026 C-FUNDS ASPHALT PAVING– BID # 2025-30**

Cherokee County Council is accepting bids for the paving of County and State Roads, to be funded by the County's annual C-Fund allocation. Cherokee County Council reserves the right to add or delete roads from this solicitation at any point in this contract. The successful bidder should account in their bid for all labor, equipment, traffic control, and mobilization fees required to complete the projects as listed when authorized to proceed, by roadway, by the County's designated agent. This contract is anticipated to begin on or before August 2025 and end on June 30, 2026. Cherokee County reserves the right to cancel this contract with the selected contractor at any time with a minimum of seven (7) days' notice with or without cause.

**SPECIFICATIONS FOR SURFACING/RESURFACING OF ROADS :**

1. Cherokee County will set up a proper base for the initial paving of gravel roads if applicable. Within 48 hours after notification by the county, the selected contractor is required to commence work on roads setup for first-time paving. If contractor fails to respond within 48 hours, liquidated damages will be charged at a rate of **\$800.00 per day** from the date of notification. The Cherokee County representative will be in contact with the contractor no less than 7 days prior to paving a gravel road.
2. All cost must be accounted for and included in the price given per ton. This unit price includes mobilization, traffic control, road cleaning, trucking, compaction, and liquid asphalt. Also, the time between each job may vary depending on the amount of work needed to be done by the county to prepare the road for paving if applicable. (Subject to multiple mobilizations)
3. On resurfacing of SC state roads the successful contractor must adhere to state paving requirements in the most recently adopted edition of the SCDOT standard specifications, SCDOT Technical Specifications, SCDOT Construction Manual, SCDOT Supplemental Specifications, and SCDOT Standard Drawings for highway construction and any requirements set forth in the SCDOT Encroachment Permit.
4. The typical target paving rate for **resurfacing** on Cherokee County Roads unless otherwise specified is 220 #/SY. of Surface Type B or C Hot Asphalt Mix. Mix must not consist of more than 25% recycled asphalt. Contractor shall bid resurfacing as a price per ton applied. Cherokee County reserves the right to test asphalt mixture at the plant or the site to ensure compliance with South Carolina Department of Transportation (SCDOT) requirements. Cherokee County reserves the right to adjust fee per ton if asphalt is not applied within 10% of specified rate by the same percentage as the target rate is missed not to exceed 110%. Asphalt rates within 10% of the target rate are paid at the full rate. Selected contractor will be required to submit an approved SCDOT design mix prior to start of contract. Proper edge milling is required at curb/gutter, drives, and in all areas specified by the county appointed project manager. 1.75" uniform milling will be required prior to placement of asphalt. A milled surface cannot be exposed for more than 7 calendar days. Concrete saw-cutting is required where concrete drives meet new pavement to ensure smooth asphalt edges against concrete. Variable milling is required at end of asphalt drive placement and intersections.

Roadway widening will consist of contractor properly preparing the subgrade to SCDOT Standard Specifications to widen roadway to specified width, place 400 - 600 Lbs./Sq. Yd. rate of asphalt binder in lift thicknesses specified by the on-site county appointed project manager (as will be specified in SCDOT Encroachment Permit), and backfill shoulder with suitable fill (no more than 2" below edge of pavement) to establish vegetation. Newly formed shoulders shall be hydroseeded per SCDOT Specifications.

Full Depth Patch will consist of contractor saw-cutting clean lines and removing existing damaged asphalt approved by Cherokee County in pre-marked locations, place 400 - 600 Lbs./Sq. Yd. of HMA Intermediate Base Type B or Type C (as will be specified in SCDOT Encroachment Permit). Patching material removal will be paid by the Cubic Yard. Lift thickness within each patch per lift will be specified by the county appointed on site project manager. Full tacking coverage is required on any existing concrete and/or asphalt surface prior to asphalt placement and will be monitored by the county appointed project manager.

On roads specified, the county may opt to perform a Preventative Maintenance Surface Treatment, utilizing Surface C or D Hot Mix Asphalt to be applied at a lift thickness of 125 #/SY up to 150 #/SY.

Uniform milling is not required on these applications. Mix must not consist of more than 25% recycled asphalt. Contractor shall bid resurfacing as a price per ton applied. Cherokee County reserves the right to test asphalt mixture at the plant or the site to ensure compliance with South Carolina Department of Transportation (SCDOT) requirements. Cherokee County reserves the right to adjust fee per ton if asphalt is not applied within 10% of specified rate by the same percentage as the target rate is missed not to exceed 110%. Asphalt rates within 10% of the target rate are paid at the full rate. Selected contractor will be required to submit an approved SCDOT design mix prior to start of contract. Proper edge milling is required at curb/gutter, drives, and in all areas specified by the county appointed project manager. A milled surface cannot be exposed for more than 7 calendar days. Concrete saw-cutting is required where concrete drives meet new pavement to ensure smooth asphalt edges against concrete. Variable milling is required at end of asphalt drive placement and intersections.

The typical target paving rate for **new roads** in Cherokee County unless otherwise specified is 440 #/SY of HMA Base Type B or C, 220 up to 330 #/SY of Intermediate Type B or C (as specified per road,) and 220 #/SY of Surface Type B or C Hot Asphalt Mix. Mix must not consist of more than 25% recycled asphalt. Contractor shall bid resurfacing as a price per ton applied. Cherokee County reserves the right to test asphalt mixture at the plant or the site to ensure compliance with South Carolina Department of Transportation (SCDOT) requirements. Cherokee County reserves the right to adjust fee per ton if asphalt is not applied within 10% of specified rate by the same percentage as the target rate is missed not to exceed 110%. Asphalt rates within 10% of the target rate are paid at the full rate. Selected contractor will be required to submit an approved SCDOT design mix prior to start of contract.

Note: On all roads SCDOT Encroachment Permit or County Road list will dictate the paving plan for each roadway section..

5. Contractor drivers must furnish all load tickets to designated county inspector(s) at the job site. The designated county inspector must be on the project site during all paving operations. The county inspector has right to refuse pavement that does not meet minimum specifications or if the current environment is not favorable for pavement placement.
6. Contractor will be required to string line and broom sweep all roads and follow all requirements as set forth in the SCDOT Encroachment Permit. In the event that there is a discrepancy between the SCDOT Encroachment Permit and the County Specifications the contractor shall notify the County immediately or be subject to penalties as deemed appropriate by the Cherokee County Administration.
7. On resurfacing of all roads, the contractor will be required to clean all debris from the road and associated Right of Ways during and after construction. Stop works orders and penalties may be issued by Cherokee County due to deemed excess debris/waste generated during construction.
8. Traffic Control Operations (shoulder closures/lane closures/etc.) are to be provided by the contractor(s) (plan, labor, and material) and must be in accordance with the SCDOT manual on uniform traffic control devices, latest edition as well as most current SCDOT Standard Drawings relating to Traffic Control. Contractor must provide county with traffic control plan prior to commencing construction.
9. There will be a County inspector at the job site at all times to ensure the above specifications are being met. An SCDOT inspector and/or independent consultant will be on site for all State Roads.
10. Work must be completed within the designated time unless unfavorable weather conditions occur, delaying completion of the project. The Contractor may request an extension based on any factors outside of Contractor control to Cherokee County. This request will be evaluated by Administration as well as the CTC (Cherokee County Transportation Committee.) The contract period is anticipated to begin on or before August 2025 and run to June 30, 2026. In accordance with the contract, no asphalt will be placed when the outside ambient temperatures are below SCDOT acceptable standards for the type of asphalt being placed. No surface asphalt can be placed between December 15<sup>th</sup> and March 15<sup>th</sup>, unless specifically granted in writing by the county appointed project manager. All work must be completed in accordance with the most recently adopted edition of the SCDOT standard specifications for highway construction and associated supplemental specifications and standard drawings. Contractor must complete each road within 21 calendar days from date of notification or be subject to **\$800.00 per day** of

liquidated damages. Weekend and night work will not be allowed unless approved in advance by the County appointed project manager following a written request and work plan by the Contractor.

11. Prior to receiving the contract, the successful bidders will be required to submit a Certificate of Liability Insurance in the amount totaling at least, one million (\$1,000,000). The successful bidder will be required to submit a performance, payment, and bid bond once any project has been selected to be performed and approved by Cherokee County. A certified bid bond is secured for projects that are projected to be in excess of \$100,000.00. Each road list that Cherokee County releases to the Contractor based on funding and approval of the CTC at any time during the contract period that is in excess of \$100,000.00 will require a bid bond from the Contractor. Bidder shall also submit a list of equipment designated for use on this project, this list does not have to be inclusive of all equipment owned, but should represent that the contractor is in good standing and capable of completing a project of this nature, this list should include a paving machine capable of an 8 foot pull without the use of any mechanisms that alter the operation of the screed.
12. Contract Award:
  - A. Cherokee County reserves the right to accept or reject any or all bids and will not be bound to accept any bid should the County consider that the bid would be contrary to the best interest of the County or this project.
  - B. The County will provide roads and asphalt application specifications with associated estimated quantities to the Contractor as the County receives funding approval by the CTC (Cherokee County Transportation Committee.) through the contract term.
  - C. The County reserves the right to reject the bid of any bidders who has previously failed to perform properly or complete on time contracts of a similar nature, whom investigation shows is not in a position to perform the contract. The County further reserves the right to reject any and all bidders, if deemed it is in the best interest of the County.
  - D. Bidder must also have a Current Group 5 License issued by the South Carolina Contractor's Licensing Board for the Classifications of Asphalt Paving, Grading and Concrete Paving.
13. Cost to prepare bids:
  - A. The county assumes neither responsibility nor obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the bid.
14. Compliance with Laws:
  - A. The bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of the contract.
15. Bid Deadline:
  - A. The Cherokee County Council must receive the response to this Request for Bid within the stipulated time. Any bids received after the stipulated time will be rejected and returned unopened to the proponent. The deadline to submit the bid to the Cherokee County Administration Building, located at 110 Railroad Ave, Gaffney, SC 29340 is Thursday, July 3<sup>rd</sup>, 2025 at 12:00 PM. Bids will be opened at 2:00 P.M on Thursday, July 3<sup>rd</sup>, 2025, in the Cherokee County Council Chambers
  - B. A third party testing firm and/or appointed county project manager will be checking asphalt to ensure it meets standards set forth, and if does not meet those standards, the contractor will either remove the unacceptable material or the county will assess a percentage reduction in unit cost paid per ton of asphalt found to be unsuitable. This is the same procedure used by the SCDOT.
16. In accordance with the South Carolina State Set-Aside law (12-28-2930) the contractor will make a good faith effort to utilize subcontractors to complete this work in accordance with the following:

1. A minimum of five (5%) percent of this contract is for qualified and certified Disadvantaged Business Enterprises (DBE's); and
2. A minimum of five (5%) percent of this contract is for qualified and certified Women Business Enterprises (WBE's).

Listings of certified DBE/WBE firms can be found on the SCDOT website at Doing Business with the SCDOT>Contractor-Consultant / Prequalified Contractors (<http://www.scdot.org/doing/prequalified/shtml>) or Doing Business with the SCDOT > Office of Business Development and Special Programs / DBE Directory ([http://www.scdot.org/doing/dbe\\_listing.shtml](http://www.scdot.org/doing/dbe_listing.shtml)). Firms with DBE or WBE shown adjacent to the company name are prequalified by SCDOT.

The prime contractor shall provide documentation and certification of DBE and WBE contract amounts including proof of final payment. DBE's and WBE's shall be indicated on the Bid form under the "Proposed Sub-Contractors."

If no certified DBE or WBE firms are available, the contractor shall verify and document this fact. Documentation shall include, but is not limited to; written records of efforts made to contract and/or negotiate prices with available DBE's or WBE's.

17. The contractor shall warranty all in place work for a period of one (1) year from date of final acceptance. Final acceptance, is the date on the check for in place work made payable to the contractor. All warranty work requested by the county should be addressed by the contractor within seven (7) calendar days from date of notification, with repair to be completed within twenty-one (21) calendar days from date of notification, given proper weather conditions and in accordance with the most recently adopted edition of the SCDOT standard specifications for highway construction.
18. The bidder shall submit their bid in a sealed envelope in the following format:  
BID # 2025-30  
Bid for Cherokee County C-Funds 2025-2026  
Attn: Abi Reid  
Administrative Specialist  
110 Railroad Ave  
Gaffney, SC 29340

Packages sent via postal courier should have the format clearly marked on the outside of the package or have a sealed envelope contained inside that remains sealed when the courier package is opened.

**BID FORM**

Contractor: \_\_\_\_\_

SC Contractors License Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Project Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

<b><u>Item</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>
HMA Surface Type C	TON	\$ _____
HMA Surface Type B	TON	\$ _____
HMA Surface Type D	TON	\$ _____
HMA Intermediate Type C	TON	\$ _____
HMA Intermediate Type B	TON	\$ _____
HMA Base Type B	TON	\$ _____
HMA Base Type C	TON	\$ _____
1.75 Inch Uniform Asphalt Milling	SY	\$ _____
Variable/Edge Milling	SY	\$ _____
4" Full Depth Patch	SY	\$ _____
6" Full Depth Patch	SY	\$ _____
Shoulder Backfilling/Permanent Grassing	SY	\$ _____

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

Do your services/product come with a warranty? \_\_\_\_\_

If yes, Please explain \_\_\_\_\_

\_\_\_\_\_

## Cost Bid/Execution of Bid

By submitting this bid, the potential Company certifies the following:

- This bid is signed by an authorized representative of the firm.
- The cost and availability of all materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Company has read and understands the conditions set forth in this RFB and agrees to them with no exceptions. If exceptions exist, they must be listed on a separate numbered sheet
- Prior to receiving the contract, the successful bidders will be required to submit a Certificate of Liability Insurance

Therefore, in compliance with this Request for Bids, and subject to all conditions herein, the undersigned offers and agrees, to perform the services in accordance with the specifications and conditions in this RFB at the prices quoted, if this bid is accepted within 90 days from the date of the opening.

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

BY: \_\_\_\_\_

Signature

Typed or printed name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR BID.**