



FLORENCE COUNTY
SOUTH CAROLINA

INVITATION-TO-BID NO. 41-22/23

LEATHERMAN SENIOR CENTER WALKING TRACK

PRE-BID MEETING (IF NECESSARY): February 8, 2024 at 10:00
a.m. (EST)

BID OPENING: February 19, 2024 at 11:00 a.m. (EST)

**INVITATION TO BID FOR LEATHERMAN SENIOR CENTER WALKING TRACK
(BID NO. 41-22/23)**

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**INVITATION TO BID FOR LEATHERMAN SENIOR CENTER WALKING TRACK
(BID NO. 41-22/23)**

Florence County, South Carolina (Owner) is accepting bids from licensed and qualified Contractors to provide bids for ¼ mile walking track located at the Leatherman Senior Center; 600 Senior Way, Florence SC 29505.

NON-MANDATORY PRE-PROPOSAL: A non-mandatory pre-proposal meeting will be held on **Thursday, February 8, 2024 at 10:00 a.m. (EST)** at the site mentioned above.

Purpose of the Pre-Proposal Meeting: The purpose of the pre-proposal conference is to have all interested companies do a site visit to understand the scope, to ask any questions concerning this project, and to give the County any needed feedback.

Attendance at the pre-proposal meeting is not a requirement to submit a proposal. However, failure to do so shall not relieve the successful company of its obligation to perform the requested services and to complete the provision of the awarded contract. No allowance will be made for any claims that a proposal and/or response was based on incomplete information as to the nature and character of the site and of the work involved.

Bids can be submitted electronically via Vendor Registry (PREFERRED). Hardcopy sealed bids will also be accepted. In order to be considered, sealed bids must be received by the Florence County Procurement Office, Florence County Complex, 180 N. Irby Street – MSC-R, Rm. B-5, Florence, SC 29501-3431 no later than February 19, 2024 at 11:00 a.m. (EST). Bids received after the published time and date shall not be opened and shall be disqualified and returned unopened to sender.

The bids will then be opened and read aloud in room B-5 of the County Complex at 11:00 a.m. (ET) on February 19, 2024. The bid opening will be streamed live on ZOOM via link.

<https://us04web.zoom.us/j/2162136966?pwd=hHsLDhc4NaBT0k0lwdNRYiyRp5IElt.1&omn=76251350974>

Meeting ID: 216 213 6966

Passcode: z883nD

Sealed Bids must be clearly marked, “Bid No. 41-22/23-LEATHERMAN SENIOR CENTER WALKING TRACK”. Contractors mailing bids should allow delivery time to ensure timely receipt of their bid. The responsibility for getting the bid to Florence County on or before the specified time and date is solely and strictly the responsibility of the proposing firm. Any bids received later than the submission deadline will not be accepted/considered. Directions may be obtained by calling (843) 665-3018. Florence County will in no way be responsible for delays caused by any occurrence.

Florence County under Title VI of the Civil Rights Act of 1964 and related statutes ensures that no person shall on the grounds of race, color, national origin, sex, disability, and age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

Minority Business Owners (minority or woman owned businesses) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the County that minority business and women owned business enterprises (MBE/WBE) have an opportunity to participate at all levels of contracting in the performance of County projects to the extent practical and consistent with the efficient performance of the contract.

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In accordance with the requirements of the Title II of the Americans with Disabilities Act of 1990 (“ADA”), the County of Florence, South Carolina will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities.

This request for bids does not commit Florence County to award a contract; to pay any cost incurred in the preparation of a bid; or, to procure or contract for the services. Florence County reserves the right to accept or reject any or all bids received as a result of this request; to negotiate with any or all qualified proposers; or, to cancel in part or in its entirety this bid invitation, if it is in the best interest of the County to do so.

SPECIFICATIONS/SCOPE OF WORK

- **Replace Walking Track at Leatherman Senior Center located at 600 Senior Way, Florence, SC, United States, South Carolina.**
- **¼ mile track; width does vary throughout the track but when it was measured at around 8 feet wide.**
- **Old asphalt will need to be removed.**
- **New asphalt paving will need to be put in, 2 inches thick in height**
- **Any roots that are under the asphalt when pulled up will need to be removed.**
- **A root barrier will need to be installed with the new track, plus all labor, equipment, and materials**

END OF SECTION

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MINIMUM MANDATORY REQUIREMENTS

The following minimum mandatory requirements shall be met and documented:

1. In business for at least the past five (5) years under the current business name without declaring bankruptcy. A letter on company letterhead declaring that the company has been in business for five (5) years + and has not declared bankruptcy can be included with the bid form in lieu of a bid bond. (Include with bid).
2. A minimum of four (4) similar project references with contact names and contact information (including a current e-mail address) that are past customers within the last three (3) years. Provide a brief project description, project budget, start and completion dates, and contact information. (Include with bid).
3. Copy of Worker's Compensation and General Liability Insurance with Florence listed as additional insured supplied to the Procurement Office prior to contract execution or commencement of any work. (Must be provided prior to execution of a contract).
4. The successful vendor must be able to meet all Federal, State, and local regulations required for this project. To be acceptable to the Owner, bidders must be skilled and/or licensed, if applicable, in the class of work on which they respond, and no bid will be considered from any bidder who is unable to show that he has actually performed considerable work of similar character to that on which he is bidding.

END OF SECTION

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INSTRUCTIONS TO BIDDERS

1) TAXES:

- a) Florence County pays SC Sales Taxes in the amount of 8%. **INCLUDE SC SALES TAX WITH YOUR BID.**

2) NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the County, must furnish Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed.

- a) If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

3) EMPLOYEE VERIFICATION PER THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT By entering into this Agreement, the Design Team hereby certifies to County that it will verify the employment status of any new employees, and require any consultants or sub-consultants performing services hereunder to verify any new employees status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

4) RECEIPT AND OPENING OF BIDS:

- a) Sealed bids will be received and opened as specified in this Invitation-To-Bid document. Bids are to be submitted electronically via Vendor Registry (PREFERRED). Hardcopy proposals will be accepted upon the request of the vendor.
- b) The Owner will consider as non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 120 days after the actual date of the opening thereof or as provided for the in the bid documents whichever is later.

5) PREPARATION OF BID:

- a) All bids will be evaluated in accordance with procedures and specifications contained herein and Florence County Code. The responsiveness to same determined in accordance to the instructions and criteria in this document. Any bid not providing sufficient information and documentation to comply with the Invitation-To-Bid Evaluation requirements will be considered non-responsive and removed from further consideration.
- b) A bid shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid.

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- c) All information requested of the bidder shall be entered in the appropriate spaces on the provided forms. If additional space is required, attach additional pages as needed within the bid response.
 - d) Bidders mailing their bid must allow a sufficient mail delivery period to insure timely receipt of their bid. Florence County is not responsible for bids delayed by mail and/or delivery services of any nature. It is the bidder's sole responsibility to insure that all documents are received by person (or office) at the time indicated in the bid document. No facsimile or email submissions.
 - e) Bidders must clearly mark as "Confidential" each part of their offer which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. Florence County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against Florence County or his agents for its determination in this regard.
 - f) All information shall be entered in ink or typewritten.
 - g) All proposed costs shall be for all licenses, permits, taxes, labor, material, transportation, equipment and any other components/services that are required to complete the work embraced herein this Invitation-To-Bid document.
 - h) If applicable, each bidder shall show the names, address and license number of any subcontractors and the scope of their work, which he may employ on the Project. Subcontractors will be required to comply with all applicable requirements of the Specifications. If applicable, each bid shall include the bidder's name, address and South Carolina Contractor's License Number. In South Carolina, where a contract amounts to \$17,500 or more, the name and license number of the subcontractor, where bid is issued, shall also be shown. The license numbers shall be shown on the bid form bid which will be enclosed in the bid.
 - i) Each hardcopy bid must be submitted in a sealed envelope, addressed to the Owner along with the name of the project for which the bid is submitted. The bidder shall also show his name and address, on the outside of the envelope. Failure to show the required information may result in rejection of the response and removal from further consideration. If forwarded by mail or carrier, the sealed envelope containing the bid must be enclosed in another outer envelope. Florence County shall not be responsible for unidentified bids.
 - j) Each bidder must be registered with Vendor Registry to receive all addendums in conjunction with this project via e-mail. It shall be each bidder's responsibility to assure that all addenda have been received. No claim for failure to receive addenda will be considered.
- 6) **BIDDER QUALIFICATIONS:**
- a) To be acceptable to the Owner, bidders must be skilled and/or licensed, if applicable, in the class of work on which they respond, and no bid will be considered from any bidder who is unable to show that he has actually performed considerable work of similar character to that on which he is bidding.
- 7) **BID BOND (SURETY) REQUIRMENTS:**

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- a) As discussed in the Bid Surety Requirement document contained herein, Bid Surety must accompany any and all responses submitted that contain estimated project costs exceeding thirty thousand dollars (\$30,000.00) Failure to satisfy this Bid Surety requirement will result in your bid being considered non-responsive and removed from further consideration for award of the subject contract. Bid Surety can be provided as discussed below.
 - b) Bid Surety will not be required from Contractors that have been in business for five (5) consecutive years without filing for bankruptcy. A statement on the company's letterhead from the firm stating this qualification will replace the bid bond and must accompany the bid.
 - c) For all bidders not meeting the criteria of "b" above, a deposit in the amount of five percent (5%) of the proposed total contract price shall accompany the bid. These deposits shall take the form of certified check, cashier's check or bond executed by a corporate surety licensed under the laws of this state. The cashier's check or certified check shall be deposited to the County's account if the successful bidder fails to enter into the proposed contract within ten (10) days after the award. Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.
 - d) **One of the above requirements must be met for your response to be considered.**
- 8) EXECUTION OF CONTRACT:
- a) The bidder to whom an award is made shall deliver to the County a certificate of insurance as discussed in **Item 10 below**. The County's issuance of a purchase order and/or verbal notification of such execution may serve as the official "Notice to Proceed". Bidders failing to enter the proposed contract may be subject to Debarment and Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts. Bidders failing to enter the proposed contract may result in claims against bonds.
- 9) LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:
- a) The successful bidder, upon his failure or refusal to execute and deliver the contract required within twenty one (21) calendar days after he has received "Notice of Award", shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid. Forfeiture of guaranty under this section may result in the bidder being subjected to Debarment or Suspension, as prescribed under Section 11.5-61 of the Florence County Code, from future consideration for award of contracts.
- 10) TERM OF CONTRACT AND CONTRACT DOCUMENTS:
- a) The contract documents that will form the contract shall include:
 - The Complete Bid Document
 - All Addenda
 - The Successful Bidder's Submitted Bid Document
 - Notice of Award (Verbal or Written)
 - Purchase Order/Agreement/Contract
 - Insurance Certification
- 11) ORDER OF PRECEDENCE
- a) In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) Bid Announcement/Advertisement (3) Special Terms and Conditions, (4) Instructions to Responders and Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.
- 12) INSURANCE AND BONDS:

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- a) Upon award of the contract or Purchase Order, the bidder shall maintain, throughout the performance of its obligations a policy of Worker's Compensation insurance with such limits as may be required by SC law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, destruction of, property arising out of, or based upon, any act or omission of the bidder or any of its subcontractors of their respective officers, directors employees or agents. Such liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract. Florence County must be listed as additional insured. The certificate must allow a minimum of a 30 day written notice of cancellation. Bidder shall provide a Certificate of Insurance to the Florence County Procurement offices prior to start of work.

13) EXAMINATION OF PROJECT'S WORK SITES:

- a) Each of the bidders shall fully familiarize itself with the conditions relating to the bid to insure complete understanding of all the details involved. The bidder shall satisfy itself as to the actual requirements of the bid by personal examination of its location or other means, so as to enable the bidder to make an informed bid. Failure to do so shall not relieve the successful bidder of its obligation to furnish all materials, products, and/or labor necessary to complete the provision of the awarded contract and failure to do so may result in the claims against bonds. No allowance will be made for any claims that a bid and/or response was based on incomplete information as to the nature and character of the sites and of the work involved.

14) INTERPRETATIONS OF PLANS AND SPECIFICATIONS:

- a) No binding interpretation of the meaning of the documents or any questions relating to the bid will be made to any bidder orally prior to the receipt of bids. Any request for such interpretation or questions shall be made in writing via Vendor Registry. To be given consideration, such requests must be received by 4:00 p.m. on February 12, 2024. Any such interpretations or supplemental instructions will be issued in the form of addendum(s) which will be posted via Vendor Registry or emailed to persons receiving a set of bid documents, not later than three days prior to the date for opening of bids. Failure of any bidder to receive such addendum(s) shall not relieve the successful bidder of any obligation under the awarded contract and this Document.

15) RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:

- a) The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful bidder.

16) POWER OF ATTORNEY:

- a) Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power-of-attorney

17) LAW AND REGULATIONS:

- a) The bidder's attention is directed to the fact that all applicable Federal, State (including SCDHEC), and Local laws, statutes, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract and the project throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- b) The bidder's attention is directed to the fact that all bids will comply as prescribed under the most current Florence County Code.

18) METHOD OF AWARD:

- a) Contracts will be awarded to the lowest responsive/responsible bidder whose bid appears to serve the best interest of the owner.

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The successful bidder will be determined as prescribed herein this Document.

- b) Florence County reserves the right to accept or reject, in whole, in part, together or separately, any and all responses as appears in its judgment to be in the best interests of the County, or to waive any and all technicalities and informalities in determining the action of each bid.
- 19) OBLIGATION OF BIDDER:
- a) At the time of the opening of bids, each bidder will be presumed to have inspected the site, if applicable, and to have read and to be thoroughly familiar with the Documents (including all addenda). The failure or omission of any bidder to examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to this Invitation-To-Bid.
- 20) LOCAL PREFERENCE
- a) During the bid evaluation process, any vendor who meets the criteria for Local Preference will have their bid price reduced by Five percent (5%), not to exceed a maximum consideration of \$10,000 total. If after application of the Local Vendor Preference, the vendor is determined to be the low responsive/responsible bidder, they will receive the award. The local vendor will be required to match the bid submitted by the non-local low responsive/responsible bidder.
 - b) A vendor shall be deemed to be a resident of this County if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Florence County, and maintains within the County a representative inventory or commodities on which the bid is submitted and has paid all taxes duly assessed.

VENDOR AGREEMENTS

- 1) STATEMENT OF RIGHTS
- a) Florence County reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Vendors may be asked to give a verbal presentation of their bid after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's bid. Florence County reserves the right to accept or reject any and all bids, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the County. Florence County also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the County.
- 2) GENERAL TERMS:
- a) Each bidder by submitting a response to Florence County as a result of this Invitation-To-Bid, agrees to and acknowledges its acceptance of and agreement with the procedures outlined below and the terms, conditions and requirements of the applicable Florence County Invitation-To-Bid document. Agreement is evident by the submission of a response to Florence County. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by Florence County, the offer of the firm in question will be void and Florence County will procure the goods/services in question from other eligible vendors.
- 3) SPECIFIC TERMS:
- a) Products offered shall meet all requirements of the Uniform Commercial Code, if applicable.

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- b) Responses submitted are final and complete offers by the vendor. No additions, corrections, modifications, changes or interpretations will be allowed. In the event questions arise on what is meant by an offer, the Procurement Officer will make a determination as to the county interpretation of the vendor's offer. If, after informing the vendor of the county's opinion, disagreement as to scope of the offer is present, the offer will be declared VOID.
- c) Florence County reserves the right to award bids received on the basis of individual items, groups of items, or the entire list of items; to reject any and all bids; and to waive any technicalities. In every case, Florence County reserves the right to make awards deemed to be in the best interest of the County and to negotiate further the offer determined by the County to be in the best interest of the County.
- d) Unit prices will govern over extended prices. Prices must be stated per unit and extended for the total quantity.
- e) Florence County is not exempt from sales tax, if applicable. Sales, use, or excise tax, as well as any handling and shipping charges, must be shown as separate items.
- f) Florence County has a local preference of 5%, which may be applied in bid award determination.
- g) Any deviation from specifications in the bid must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this bid shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and handling.
- h) Any attempt by a vendor to influence the opinion of the county staff, or County Council, by discussion, promotion, advertising or any procedure to promote their offer, will constitute grounds to judge such an offer non-responsive. All offers presented to Florence County will be evaluated based on the current County Code and the offer as presented to the county on the date/time specified in the given bid.
- i) In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) Bid Announcement/Advertisement (3) Special Terms and Conditions, (4) Instructions to Responders and Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.
- j) Florence County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- k) All vendors are informed that the Procurement Officer may exercise the County's option to extend the contract, (purchase order) under the provisions of County Code should such extension be mutually agreeable between the County and the selected vendor.
- l) The Bidder agrees to secure at Bidder's own expense all personnel necessary to carry out Bidder's obligations under this Bid. Such personnel shall not be deemed to be employees of the County nor shall they or any of them have or is deemed to have any direct contractual relationship with the County. The County shall not be responsible for withholding taxes with respect to the Bidder's compensation hereunder. Bidder shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except County shall make payment to Bidder for services as herein provided. Bidder shall obtain and maintain all licenses

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and permits required by law for performance of this contract by him. The Bidder shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. State or Federal governments, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law. The County shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Bidder or his employees, agents, and servants by reason of this contract. The Bidder will carry liability insurance relative to any service that he performs for the County. A certificate of insurance must be submitted to the procurement office prior to services performed, with the requested coverage and limits per the County, with Florence County listed as additional insured.

- m) The vendor will act in an independent capacity and not as officers or employees of the County. The vendor shall indemnify, defend and hold harmless Florence County, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents, or employees.
- n) The successful vendor shall indemnify and hold harmless the Florence County, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.
- o) It is the responsibility of the prospective bidder to review the entire invitation for bids packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received by the Procurement Department not less than five (5) days prior to the time set for bid opening. These requirements also apply to specifications or instructions that are ambiguous.
- p) Should any vendor fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, Florence County may terminate this contract, in whole or in part, and may consider such failure or non-compliance a breach/default of contract. The County, the County reserves the right to purchase any/all items or service in default on the open market. By submittal of a response all vendors agree to this provision. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.
- q) Florence County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.
- r) Unless specifically requested, submit one (1) copy of your response.
- s) In the event no funds are appropriated by Florence County for the goods or services in any fiscal year or insufficient funds exist to purchase goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- t) All submittals become the property of Florence County.

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- u) All bids (and supporting documents) will be retained by Florence County for a period of one hundred twenty (120) days from the date the bids are opened, and no bid shall be received nor shall any bidder be allowed to withdraw a bid after the opening hour commences.
 - v) Brand names and numbers, when used, are for reference only to indicate character or quality desired and do not indicate a preference. Equal items will be considered; equal items shall state the brand name or quality; and Florence County's determination of what shall constitute equality shall be final and conclusive.
 - w) S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this bid, 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 in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
- 4) LIQUIDATED DAMAGES: The time limit that is set for this project is four (4) weeks . In order to ensure a sincere and reasonable effort on the Contractor's part to accomplish the work in a timely fashion, delay damages due to inconveniences to the owner for work not being accomplished on time will be at the rate of five hundred dollars (\$500.00) per day. The Contractor should realize that delays due to bad weather, materials, and such, not under the control of the Contractor will be considered by the Engineer for time extension.

END OF SECTION

BID BOND (SURETY) REQUIREMENT

Bid Surety acts to protect the County from delays and expenses incurred in the lengthy competitive bidding and competitive bid processes, and provides the County with some financial assurance that should the bidder be awarded the project, the successful bidder will enter into the contract with the County. The successful bidder forfeits its Bid Surety in the event it cannot perform the work required by the invitations-for-bid or request-for-bids.

For all responses submitted with estimated project costs exceeding thirty thousand dollars (\$30,000.00), Bid Surety in the amount of at least five percent (5%) of the proposed project costs must be submitted with the response. Failure to satisfy this Bid Surety requirement will result in your bid being considered non-responsive and removed from further consideration for award of the subject contract. Bid Surety can be provided as discussed below.

BID SURETY OPTIONS:

Option A:

Bid Surety will not be required from Contractors that have been in business for five (5) consecutive years without filing for bankruptcy. A certificate or statement on business letterhead from the firm stating it meets this qualification will replace the bid surety and must accompany the bid. Bidders not meeting this requirement must furnish Bid Surety as discussed in Option B below.

Option B:

For all bidders not meeting the criteria of “Option A” above, a deposit in the amount of five percent (5%) of the proposed contract price must accompany the bid. These deposits shall take the form of a certified check, cashier's check or a surety bond executed by a corporate surety licensed under the laws of this state. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIRMENT.** The cashier's check or certified check shall be deposited to the County's account if the successful bidder fails to enter into the proposed contract. Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.

One of the above requirements must be met and submitted with for your response. Failure to satisfy this Bid Surety requirement will result in your response being considered non-responsive and removed from further consideration for award of the subject project's contract.

END OF SECTION

**INVITATION TO BID FOR LEATHERMAN SENIOR CENTER WALKING TRACK
(BID NO. 41-22/23)**

SAMPLE BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto, As Owner, in the penal sum of _____ (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof into a contract in writing, for the _____.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall in all other respects perform the agreement caused by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL (L. S.)

SURETY

By: _____
(SEAL)

END OF SECTION

**INVITATION TO BID FOR LEATHERMAN SENIOR CENTER WALKING TRACK
(BID NO. 41-22/23)**

PAYMENT BOND REQUIREMENT

A Payment Bond must be submitted to the County by the successful responder (“Contractor”) once it has been awarded the contract. Payment Bonds encompass the prime Contractor’s obligation to pay subcontractor and others for material and labor used in the project. A Payment Bond guarantees that the Contractor will pay certain bills for labor and materials (including those from subcontractors and suppliers), which are associated with the subject contract. The Payment Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.

For all contracts submitted with costs exceeding thirty thousand dollars (\$30,000.00), a Payment Bond in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. Failure to satisfy this Payment Bond requirement will result in the Contractor being considered non-responsive and possibly removed from consideration for award of future County contracts. Payment Bond guaranty options are discussed below.

PAYMENT BOND GUARANTY OPTIONS:

For all contracts submitted with costs exceeding thirty thousand dollars (\$30,000.00), a Payment Bond guaranty in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This Payment Bond requirement can be satisfied utilizing one of the two options below:

(1) Option A:

The Contractor with the executed contract must submit a Payment Bond in the required amount discussed above and executed by a corporate surety licensed under the laws of this state. Contractors not meeting this requirement must furnish an alternative Payment Bond Guaranty as discussed in Option B below.

(2) Option B:

For all Contractors not meeting the criteria of “Option A” above, a deposit in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This deposit shall take the form of a certified check or a cashier's check deposited with the County. An irrevocable standby letter of credit issued by the bank is an acceptable alternate. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIREMENT.** Failure of the Contractor to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of this deposit.

One of the above requirements must be met and submitted by the successful Contractor with its proposed contract to the County. Failure to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of the Payment Bond guaranty.

Responders failing to enter the proposed contract and also post the required Payment Bond may be subject to Debarment or Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.

END OF SECTION

PERFORMANCE BOND REQUIREMENT

A Performance Bond must be submitted to the County by the successful responder (“Contractor”) once it has been awarded the contract. The Performance Bond insures that the project will be completed even if the prime Contractor defaults or abandons the project. A Performance Bond guarantees contract performance by the Contractor, according to the contract specifications, terms and conditions. The Performance Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.

For all contracts submitted with costs exceeding thirty thousand dollars (\$30,000.00), a Performance Bond in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. Failure to satisfy this Performance Bond requirement will result in the Contractor being considered non-responsive and possibly removed from consideration for award of future County contracts. Performance Bond guaranty options are discussed below.

PERFORMANCE BOND GUARANTY OPTIONS:

For all contracts submitted with costs exceeding thirty thousand dollars (\$30,000.00), a Performance Bond Guaranty in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This Performance Bond guaranty requirement can be satisfied utilizing one of the two options below:

(3) Option A:

The Contractor with the executed contract must submit a Performance Bond in the required amount discussed above and executed by a corporate surety licensed under the laws of this state. Contractors not meeting this requirement must furnish an alternative Performance Bond Guaranty as discussed in Option B below.

(4) Option B:

For all Contractors not meeting the criteria of “Option A” above, a deposit in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This deposit shall take the form of a certified check or a cashier’s check deposited with the County. An irrevocable standby letter of credit issued by the bank is an acceptable alternate. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIREMENT.** Failure of the Contractor to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of this deposit.

One of the above requirements must be met and submitted by the successful Contractor with its proposed contract to the County. Failure to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of the Performance Bond Guaranty. Responders failing to enter the proposed contract and also post the required Performance Bond may be subject to Debarment or Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.

END OF SECTION

**INVITATION TO BID FOR LEATHERMAN SENIOR CENTER WALKING TRACK
(BID NO. 41-22/23)**

INSURANCE REQUIREMENTS

The contractor shall agree to hold harmless, indemnify and defend Florence County, its agents and employees from any claims for property damage or personal injury (including death resulting therefrom). Such claims include, but are not limited to, actual, consequential, incidental or punitive damages. The contractor shall agree to maintain sufficient comprehensive general liability insurance, naming Florence County as additional insured in the amounts of \$1,000,000.00 per occurrence and \$1,000,000.00 per person. Proof of such insurance shall be given to the Florence County Procurement Office by an appropriate certificate-of-insurance issued by the contractor's insurance agent.

Further, the contractor shall agree to insure prior to commencement of work on the project (job), all subcontractors, agents, assigns or employees of prime contractor and subcontractor shall agree to hold harmless, indemnify and defend the Florence County, South Carolina, its agents and employees from any claims for property damage or personal injury (including death resulting therefrom). Such claims include but are not limited to, actual, consequential, incidental or punitive damages. Further, prior to commencement of work on the project (job), the contractor shall insure that all subcontractors, agents or assigns of the contractor, maintain sufficient comprehensive general liability insurance, naming the Florence County, South Carolina, as additional insured, in the amounts of \$1,000,000.00 per occurrence and \$1,000,000.00 per person. Proof of such insurance shall be given to the Procurement Officer by an appropriate certificate-of-insurance issued by applicable entity's insurance agent.


With regards to comprehensive general liability insurance, claims may be made during or after the term or terms of the contract agreement.

Vehicle liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence shall be maintained by the contractor.

The contractor shall obtain and maintain, during the life of the contract agreement, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than the minimum allowed by South Carolina law, and in case any such services are sublet, the contractor shall require the subcontractor(s) similarly to provide workers' compensation and employer's liability insurance for all of the subcontractor's employees to be engaged in such services.

END OF SECTION

**INVITATION TO BID FOR LEATHERMAN SENIOR CENTER WALKING TRACK
(BID NO. 41-22/23)**

| | | |
|--|---|---|
| FLORENCE COUNTY, SOUTH CAROLINA , a Body Politic and Corporate and a Political Subdivision of the State of SC | MAIL TO: Florence County Procurement 180 N. Irby Street County Complex MSC-R Florence, SC 29501 |  |
| BID #41-23/24 LEATHERMAN SENIOR CENTER WALKING TRACK | HAND CARRY TO: Procurement Office, Room B-5 County Complex, 180 N. Irby Street Florence, South Carolina 29501 | |
| Bids will be received at the Procurement Office at 180 N. Irby Street, Rm. B-5 until February 19, 2024 at 11:00 a.m. (EST). | TELEPHONE NO. (843) 665-3018 | |
| Then Publicly Opened in Rm. B5 and streamed live on Zoom. | | |

LEGAL COMPANY NAME: _____

D/B/A IF APPLICABLE: _____

MAILING ADDRESS:

PHYSICAL ADDRESS:

CITY-STATE-ZIP:

TELEPHONE NO: _____ **FAX NO:**

FEDERAL ID (TAX ID) NO: _____ **E-MAIL:** _____

CAGE CODE/UNIQUE ENTITY ID OR (UEI) _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

SC CONTRACTOR'S LICENSE # _____

**INVITATION TO BID FOR LEATHERMAN SENIOR CENTER WALKING TRACK
(BID NO. 41-22/23)**

Total cost, including all taxes and expenses needed to provide bids for ¼ mile walking track located at the Leatherman Senior Center; 600 Senior Way, Florence SC 29505.

TOTAL BID PRICE: \$ _____

Total Bid Amount in Words _____

The contractor has four (4) weeks from the date of the Notice to proceed letter or Purchase Order to complete the project.

The Bidder declares their Bid Response is made without any connection with any other individual that may be submitting a Bid Response to this IFB and their Bid Response, in all respects, is fair and in good faith, without collusion or fraud, with another Bidder, representative or agent.

By submission of a response to this Invitation for Bid, the bidder agrees and certifies, to deliver all required services and perform all required work with the strictest conformance to meet or exceed the scope of services, specifications and minimum requirements contained within this Invitation to Bid.

All pricing is firm and will remain firm for at least one hundred twenty (120) calendar days from the time and date of the IFB submittal and opening. During this period, the Bidder may only withdraw their Bid Response by submitting a written request to Florence County and Florence County approving said written request.

The bidder agrees to abide by all conditions of this bid and verifies that he is authorized to sign this bid for the offeror. The bidder further states that the company affiliated with this bid currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

The Bidder, in compliance with the Invitation-To-Bid, and having examined the Project Documents, and being familiar with all of the conditions surrounding the proposed project, including the availability of materials, labor, and work site environmental conditions, hereby proposes to furnish all permits, labor, materials, supplies, and equipment and to perform the duties in accordance with the contract documents of which this Bid Form is a part.

The Bidder declares that he has read, understands, and accepts the Vendor Agreements and Instructions to Responders which are part of the bid documents.

The Bidder further proposes and agrees, if this Bid is accepted, to contract with Florence County, to furnish all permits, materials, equipment, tools, apparatus, means of transportation, and labor necessary hereto, and to complete the proposed project in full and complete accordance with the Project Documents, to the full and entire satisfaction of the Owner, at the prices listed in the Bid Schedule. The amounts listed on the Bid Schedule section of this Bid Form also include all costs associated with the compliance of all applicable State laws, local ordinances, and the rules and regulations of all authorities and professional association standards having jurisdiction over the project or the materials used throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Unit prices and/or lump sums are shown in the Bid Schedule section below. In case of error in extension, the Unit Price shall govern rather than the Amount. Where Lump Sum Amounts are bid, the amount for each bid item shall govern rather than the total of any several items.

**INVITATION TO BID FOR LEATHERMAN SENIOR CENTER WALKING TRACK
(BID NO. 41-22/23)**

The bidder has examined and carefully studied the bidding documents, the other related data identified the bid documents, and the following addenda, receipt of which is hereby acknowledged:

| Addendum No. | Date of Acknowledgement |
|--------------|-------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |