



FLORENCE COUNTY
SOUTH CAROLINA

INVITATION-TO-BID NO. 07-17/18

BATTERY POWERED RESCUE TOOLS FOR HANNAH-
SALEM-FRIENDFIELD FIRE DISTRICT

BID OPENING: OCTOBER 5, 2017 at 3:05 p.m. (EST)

**INVITATION TO BID FOR BATTERY POWERED RESCUE TOOLS
(BID NO. 07-17/18)**

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Florence County, South Carolina (Owner) is accepting bids for four (4) battery operated hydraulic cutters and four (4) battery operated hydraulic spreaders with the option to add quantities to the rescue tool(s) listed if the County decides to do so. All added tool(s) shall meet all specifications listed. The various rescue tools shall be delivered to the Florence County Hannah-Salem-Friendfield Fire Station located at 630 W. Highway 375, Pamplico, SC 29583.

In order to be considered, all bids must be hand carried or mailed in a sealed envelope to the Florence County Procurement Office, Florence County Complex, 180 N. Irby Street – MSC-R, Rm. B-5, Florence, SC 29501-3431 later than **Thursday, October 5, 2017 at 3:00 p.m. (EST).**

The sealed bids will then be opened and read aloud in room 210-C of the County Complex at 3:05 p.m.

Bids must be clearly marked, “Bid No. 07-17/18”. Suppliers 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. Electronic bids will not be accepted. 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.

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.

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BID SPECIFICATIONS FOR BATTERY POWERED RESCUE TOOLS

The following specifications list the minimum requirements for a battery operated rescue tools. Each bidder shall provide new rescue tools and those tools should be designed to allow upgrading and interchangeability with other components of the same manufacturer.

The following battery operated rescue tools will be utilized in emergency situations, which will include inclement weather. Documentation shall be provided on each tool stating it's operation as well as problems that may be encountered if used during inclement weather. Any rescue tools bid must meet the minimum requirements to be considered. Failure to submit all requested information and documentation will result in the immediate rejection of the bid.

Bidder shall include the location of the nearest factory authorized service center. Should factory service or repair be required for any of the following equipment, bidder shall show proof that replacement equipment can be provided within 24 hours. Bid price shall include full training for individuals in the proper operation and care of battery operated rescue tools. Training shall be preformed at a time and location convenient for the purchaser.

Exceptions To The Specifications

It is not the intent of these specifications to restrict or prevent any supplier from submitting a proposal on his/her product. Due to the fact that the equipment specified is to be used under emergency and hazardous conditions, where human life may be at risk, the following must apply. Any exceptions to these specifications indicated herein must be clearly pointed out: otherwise it will be considered that items offered are in strict compliance with these specifications and the successful bidder will be held responsible for delivering a rescue tools system meeting these specifications. Any exceptions taken shall be listed and noted on the exception sheet found at the end of these specifications.

Information and Descriptive Literature

Bidders must furnish all information requested and in the space provided on the bid form. In addition, suppliers shall supply at least four (4) sets of literature covering the products offered. Bids not meeting this requirement will be decided by the fire department personnel present during the bid opening and they will decide if the bid will be rejected.

Anti-Collusion Statements

By signing this bid the bidder agrees that this proposal is made without any misunderstanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose, and that the bid is in all respects fair and without collusion or fraud.

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Sign in ink in the space provided below, unsigned bids may be considered as incomplete and may be rejected by present fire department personnel.

It is agreed by the undersigned bidder that the signing and delivery of this bid represents the bidder's acceptance of the terms and conditions of the foregoing specifications and provisions; and if awarded the contract by this agency, will represent the agreement between the parties.

Name of Firm:_____

Signed by (in ink):_____

Title:_____

Brand of Rescue Tool:_____

Delivery Requirement

Delivery will be made in no more than twelve (12) weeks after the issuance of the purchase order. If delivery is not provided in this time period there shall be a reduction of 2% of total bid price for every week after the listed delivery date.

General Description/Conditions

The following is a description of the rescue tool system that will meet the minimum requirements of this specification.

These specifications are to be considered as minimum, and are expressed as such. If the rescue tool(s) and components delivered under this contract do not comply with these specifications, the tool(s) will not be accepted. Any supplier failing to meet his/her obligations required as part of this contract will be forced to pay liquidated damages to this agency. Such damages shall not exceed 10% of the total bid submitted.

Comply_____ Exception_____

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Battery Operated Hydraulic Spreading Tool

The Spreader shall have a minimum opening of 24" at the tips when fully open.

Comply_____ Exception_____ Does not Comply_____

The Spreader shall be able to be operated with either left or right hand, from any position.

Comply_____ Does not Comply_____

The Spreader shall have a maximum deployment weight of 50 pounds this shall include tool and battery.

Comply_____ Does not Comply_____

The Spreader shall have a Lifetime warranty, on all components manufactured by the Rescue tool manufacturer.

Comply_____ Does not Comply_____ Exception_____

The Spreader shall be provided with two(2) 28V Lithium ion batteries.

Comply_____ Does not Comply_____ Exception_____

The Spreader shall come with a battery charger adequate to charge one battery at a time, however multi-battery charger or 12V charger will be considered.

Comply_____ Does not Comply_____ Exception_____

The Spreader shall have an anodized finish to prevent corrosion.

Comply_____ Does not Comply_____

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The Spreader shall be built to NFPA 1936, third party tested is preferred, and Bidder shall provide documentation.

Comply_____ Does not Comply_____ Exception_____

The Spreader shall have a minimum spreading force of 29,000 lbs.

Comply_____ Does not Comply_____

The Spreader shall have a minimum pulling force of 8500 lbs.

Comply_____ Does not Comply_____

The Spreader shall be equipped with an over-pressure relief valve. Motor housing shall be fully enclosed to prevent moisture from effecting electrical components.

Comply_____ Does not Comply_____ Exception_____

To maintain operator familiarity with this rescue system, the operating controls of the spreading tool shall be designed and operate as those found on the cutting tool. Therefore, the spreading tool control mechanism shall meet all requirements as found in the cutter control mechanism.

Comply_____ Does not Comply_____ Exception_____

The Spreader tool shall have at least one(1) handle that can be accessible regardless of the tool position. The control valve shall be a variable speed dead-man control for safety.

Comply_____ Dose not Comply_____ Exception_____

Any spreading tool requiring the use of both hands to operate the control valve will not be accepted.

Comply_____ Does not Comply_____

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Battery Operated Hydraulic Cutting Tool

The Cutting tool as specified in this specification is to function as a “stand alone” component of the rescue tool system. Any system bid that requires the cutter to operate as a part of the spreader tool will not be accepted.

Comply_____ Does not Comply_____

The Cutting tool shall be built to be compliant with NFPA 1936, third party tested is preferred, and Bidder shall provide documentation.

Comply_____ Does not Comply_____ Exception_____

To prevent corrosion, the Cutter shall have an anodized finish.

Comply_____ Does not Comply_____

The Cutting tool shall have a minimum cutting force of 236,000 lbs.

Comply_____ Does not Comply_____

The Cutting tool shall have a minimum blade opening of 7”

Comply_____ Does not Comply_____

The Cutter shall have high strength tool steel blades. Blades shall have a hook design and shall be re-grindable, blades with replaceable inserts will be considered.

Comply_____ Does not Comply_____

The Cutting tool shall have a maximum deployment weight of 52 lbs. The weight shall include tool and battery.

Comply_____ Does not Comply_____

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The Cutting tool shall be provided with two (2) 28V Lithium ion batteries.

Comply_____ Does not Comply_____

The Cutting tool shall come with a battery charger adequate to charge one battery at a time, however multi-battery charger or 12V charger will be considered.

Comply_____ Does not Comply_____ Exception_____

The Cutting tool shall have at least one (1) handle that can be accessible regardless of the tool position. The control valve shall be a variable speed dead-man control for safety.

Comply_____ Dose not Comply_____ Exception_____

The Cutting tool shall be equipped with an over-pressure relief valve. Motor housing shall be fully enclosed to prevent moisture from effecting electrical components.

Comply_____ Does not Comply_____ Exception_____

Any Cutting tool requiring the use of both hands to operate the control valve will not be accepted.

Comply_____ Does not Comply_____

To maintain operator familiarity with this rescue system, the operating controls of the cutting tool shall be designed and operate as those found on the spreading tool. Therefore, the cutting tool control mechanism shall meet all requirements as found in the spreading control mechanism.

Comply_____ Does not Comply_____ Exception_____

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Warranty

The Rescue system bid in response to these specifications shall carry a lifetime warranty. The warranty shall protect the original owner. Warranty shall be listed in the bidders bid as to what will be covered and an explanation as to what Lifetime warranty is considered through their manufacturer.

Comply_____ Does not Comply_____ Exception_____

A detailed list shall be provided to the purchaser of all/any exceptions that were noted in this bid specifications. The purchaser has the right to accept those Exceptions or refuse the Exceptions at their discretion. Bids will not be awarded until the purchaser has the opportunity to make sure any exceptions will suit the needs of the department.

Exceptions List

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

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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.
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).

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 SEALED BIDS:**

- a) Sealed bids will be received and opened as specified in this Invitation-To-Bid document.
- 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

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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.
- 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 sealed 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 sub suppliers and the scope of their work, which he may employ on the Project. Sub suppliers 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 sealed bid.
- i) Each 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

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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. All addendums issued in accordance with this bid request can also be obtained from the Florence County Procurement Office located at the County Complex, 180 N. Irby Street; Room B-5, Florence, SC 29501, by e-mailing pfletcher@florenceco.org.
- 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) **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 11-102 of the Florence County Code, from future consideration for award of contracts.
- 8) **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 Supplier Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.
- 9) **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.
- 10) **INTERPRETATIONS OF 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 e-mail the Florence County Procurement Director (pfletcher@florenceco.org) or his designee. To be given consideration, such requests must be received by 5:00 p.m. October 2, 2017. 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.

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11) 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.

12) 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.

13) METHOD OF AWARD:

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

14) 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.

15) LOCAL PREFERENCE

- a) During the bid evaluation process, any supplier 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 Supplier Preference, the supplier is determined to be the low responsive/responsible bidder, they will receive the award. The local supplier will be required to match the bid submitted by the non-local low responsive/responsible bidder.
- b) A supplier shall be deemed to be a resident of this County if such supplier 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.

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SUPPLIER AGREEMENTS

- 1) IRAN DIVESTMENT ACT- CERTIFICATION (JAN 2015)
 - a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.
 - b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]
- 2) STATEMENT OF RIGHTS
 - a) Florence County reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Suppliers may be asked to give a verbal presentation of their bid after submission. Failure of supplier to respond to a request for additional information or clarification could result in rejection of that supplier'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.
- 3) 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 supplier 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 suppliers.
- 4) SPECIFIC TERMS:
 - a) Products offered shall meet all requirements of the Uniform Commercial Code, if applicable.
 - b) Responses submitted are final and complete offers by the supplier. 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 supplier's offer. If, after informing the supplier 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.

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- 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 supplier 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 Supplier 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 suppliers 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 supplier.
- 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 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.

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- m) The supplier will act in an independent capacity and not as officers or employees of the County. The supplier 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 Supplier, its sub suppliers, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Supplier, its sub suppliers, suppliers, agents, or employees.
- n) The successful supplier 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 supplier 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 suppliers 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.
- 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

**INVITATION TO BID FOR BATTERY POWERED RESCUE TOOLS
(BID NO. 07-17/18)**

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.

- 5) **LIQUIDATED DAMAGES:** The time limit that is set for this project is five (5) calendar days. 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.

**INVITATION TO BID FOR BATTERY POWERED RESCUE TOOLS
(BID NO. 07-17/18)**

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	
SEALED BID #07-17/18 BATTERY POWERED RESCUE TOOLS	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 October 5, 2017 at 3:00 p.m. (EST).	TELEPHONE NO. (843) 665-3018	
Then Publicly Opened in Rm. 210-C at 3:05 p.m. (EST).		

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:** _____

AUTHORIZED SIGNATURE : _____

PRINTED NAME:_____

Total Bid Amount for four (4) battery operated hydraulic cutters and four (4) battery operated hydraulic spreaders to be delivered to the Florence County Hannah-Salem-Friendfield Fire Station located at 630 W. Highway 375, Pamplico, SC 29583.

\$_____

Total Bid Amount in Words:_____

**INVITATION TO BID FOR BATTERY POWERED RESCUE TOOLS
(BID NO. 07-17/18)**

BID ALTERNATE ONE: for five (5) battery operated hydraulic cutters and five (5) battery operated hydraulic spreaders to be delivered to the Florence County Hannah-Salem-Friendfield Fire Station located at 630 W. Highway 375, Pamplico, SC 29583

\$ _____

The contractor has twelve (12) weeks after the issuance of the purchase order to deliver all of the equipment/tools specified in this bid document.

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 ninety (90) 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 Supplier 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.