

**FLORENCE COUNTY
SOUTH CAROLINA**

**REQUEST FOR PROPOSAL

FOR

MUSEUM STORAGE SYSTEM**

RFP NO. 08-12/13

Pre-Solicitation Conference: **Thursday, February 14, 2013 at 10:00 a.m. (EST)**

Proposal Submission Deadline: **Thursday, February 21, 2013 at 3:00 p.m. (EST)**

**REQUEST FOR PROPOSALS NO. 08-12/13
MUSEUM STORAGE SYSTEMS**

Florence County, South Carolina is soliciting Requests for Proposals from qualified vendors for the design, installation and servicing of an electrically operated, high-density storage system and a mobile art rack storage system for the new Florence Museum currently being constructed at the corner of Dargan and Cheves Streets in Florence, SC.

A mandatory pre-solicitation conference will be held on **Thursday, February 14, 2013 at 10:00 a.m. (EST)** at the Florence Museum located at 558 Spruce Street in Florence, South Carolina 29501.

Purpose of the Conference: The purpose of the pre-solicitation conference is to have all interested companies inspect the facility, to ask any questions concerning this project, and to give the County any needed feedback on how to best accomplish its objective. Any questions regarding the procurement process will also be explained. All attendees will have access to the museum's current inventory and other information necessary to understand the museum's storage needs. This information and the specifications herein will be used by the responders to propose system products, layouts and storage compartments that meet those requirements.

A copy of the floor plan (See Attachment 1) is provided for all interested parties showing the applicable areas of the building to assist you in understanding the install area's special configuration and owner's conceptual needs.

The general scope of work that will be discussed at the conference is the furnishing of all labor, supervision, materials and equipment required for the completion of the design, fabrication, installation and warranting of the storage systems.

Attendance at the pre-solicitation conference is required as a condition of submitting a proposal. Proposals submitted by companies not in attendance at the pre-solicitation conference will not be considered by Florence County.

Proposal Submission Deadline: **Thursday, February 21, 2013 at 3:00 p.m. (EST)**

In order to be considered, all proposals must be hand carried or mailed in a sealed envelope no to the **Florence County Procurement Office located at the City-County Complex, 180 N. Irby Street – MSC-R, Rm. B-5, Florence, SC 29501-3431** later than the stated submission deadline.

Proposals must be clearly marked, "RFP #08-11/12, Museum Storage System". Submittals shall contain one (1) original and four (4) copies of the information requested. Firms mailing proposals should allow delivery time to ensure timely receipt of their proposal. The responsibility for getting the proposal to Florence County on or before the specified time and date is solely and strictly the responsibility of the proposing firm. Any proposals received later than the submission deadline will not be accepted/considered. Electronic proposals 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.

La ciudad de Florencia en el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos, se asegura de que ninguna persona por motivos de raza, color, origen nacional, sexo, discapacidad, edad, ser excluido de participar en, ser negado los beneficios de, o ser de otra manera sujeto a discriminación bajo cualquier programa o actividad que administra.

This request for proposals does not commit Florence County to award a contract; to pay any cost incurred in the preparation of qualification statements; or, to procure or contract for the services. Florence County reserves the right to accept or reject any or all proposals 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 proposal, if it is in the best interest of the County to do so.

Florence County welcomes and encourages submissions from minority and woman owned businesses. Please indicate that you are a minority or woman owned business with your proposal submission.

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I. INSTRUCTIONS FOR OFFERORS

- A. No proposal may be withdrawn for a period of sixty (60) days after the submittal date.
- B. Proposals must be signed by an individual legally authorized to offer the pricing and response to this solicitation. Any proposal that is not signed will not be accepted.
- C. All offerors must follow the specifications outlined in this solicitation document. Any respondent who finds a discrepancy in or omission from the specifications, or is in doubt as to their meaning, or feels that the specification are discriminatory, shall notify the Florence County Procurement Office in writing no later than the inquiry deadline stated in this RFP.
- D. Florence County will assume no responsibility for oral instruction or suggestions given. All official correspondence in regard to the specifications and scope of work should be directed to and will be issued by the Florence County Procurement Office in writing.
- E. Definitions: A responsible offeror means an offeror who has the capability in all aspects to perform fully the requirements mentioned in the RFP document and the integrity and reliability which will assure good faith performance. A responsive offeror means a offeror who has submitted a proposal which conforms in all respects to the request for proposal requirements.
- F. Proposal packages must be clearly marked "RFP No. 08-12/13 Museum Storage System" on the outside of the package for easy identification.
- G. Right to protest:
 - (1) Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the county administrator. The protest shall be submitted within seven days of the procurement award.
 - (2) *Authority to resolve protest.* The county administrator shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
 - (3) *Decision.* If the protest is not resolved by mutual agreement, the county administrator shall issue a decision in writing within ten (10) days. The decision shall state the reasons for the action taken; and inform the protestant of its right to administrative review.
 - (4) *Notice of Decision:* A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
 - (5) *Finality of decision:* The decision shall be final and conclusive, unless fraudulent; or if any person adversely affected by the decision appeals administratively to the county council.

- H. Disputes: In cases of disputes as to whether or not an item or service quoted or delivered meets scope of work, the decision of Florence County shall be final and binding on all parties.
- I. Deviations: Any proposal that does not meet the specifications described herein may still be considered, however; any and all deviations from the specifications must be noted in detail on the respondent's response for Florence County's consideration.
- J. Changes: Any changes to this request for proposal package shall be in writing and an addendum will be posted on our www.florence.org website under the public bids link under project no. 08-12/13. It is the responsibility of each offeror to check the website to ensure that any changes are obtained before the submittal of your proposal.
- K. Inquiries: Questions concerning this request for proposal should be e-mailed to the Florence County Procurement Director in writing to pfletcher@florenceco.org. The deadline for the submission of any and all questions concerning this RFP is Monday, February 18, 2013 at 5:00 p.m. (EST).
- L. Ownership of material: Ownership of all data, material and documentation originated and prepared for Florence County in accordance with this solicitation shall belong exclusively to Florence County.

A complete copy of the Florence County Procurement Code can be viewed on the Florence County website at www.florenceco.org under the City Council-Code of Ordinance link.

II. SCOPE OF WORK

The Scope of Work includes, but is not limited to, the furnishing of all labor, supervision, materials and equipment required for the completion of the design, fabrication, installation and warranting of the storage systems described herein.

NOTE: A copy of the floor plan is provided for all interested parties showing the applicable areas of the building to assist you in understanding the install area's special configuration and owner's conceptual needs. That floor plan is attachment 1 of this document.

III. SPECIFICATIONS

A. ELECTRICAL HIGH DENSITY MOBILE STORAGE SYSTEM

1. SHELVING/CABINETS

After familiarizing themselves with the current and projected inventory of the Museum and the building's spatial configuration, the Company shall propose a layout of the type of shelving / cabinets that responds to that information and maximizes the system.

Minimum requirements for cabinets:

- (a) Welded cabinets with fully gasketed and sealed doors to help prevent water damage in the event of a sprinkler system discharge
- (b) Top of cabinet to be water tight
- (c) Sealed cabinets to prevent damage caused by vermin or insects
- (d) Cabinet to have filter vents to allow fresh air to circulate. Vents can be adapted for filtered air through activated charcoal. (Please provide air-exchange testing results with submittals).
- (e) Cabinets are to be locable
- (f) Cabinets shall allow for many different storage features to be incorporated within to provide for flexibility on future collection acquisitions.
- (g) Interior component's is to be provided. (Interior component volume and capabilities is to be detailed with submittals).
- (h) Shelving to be compatible with museum storage requirements and allow for adjustability
- (i) NOTE: Please provide detailed description and shelving specifications with your submittal

2. RAIL/FLOOR/RAMP

Materials will be ASTM/AISI Type 1035 or 1045 steel. Minimum contact surface shall be 5/8 wide top surface. Rail configuration shall permit attachment to top of structural floor system with provision for leveling rails to compensate for variations in the floor surface. Rails shall be designed and manufactured to carry a minimum carriage load of 1,000 lbs. per linear foot of carriage. Floor: Concrete by GC (General Contractor). Rails are to be installed with concrete screed channel to protect rail during back pour and to act as screed for concrete contractor. Finish floor covering by GC. Rails will be installed in depressions provided by GC.

3. CARRIAGES

Carriages shall be minimum 1,000 lbs. per linear carriage foot capacity. Carriages should be all welded construction. Riveted or bolted carriages are not acceptable. Each carriage shall be equipped with its own independent motor. All movable units will have the ability to be moved manually in the event of a power failure.

4. DRIVE AND WHEELS/GUIDANCE SYSTEMS

Drive System: Contractor will provide drive system which prevents carriage whipping, binding and excessive wheel/rail wear under normal operation. No drifting or rolling of stopped ranges will be acceptable. Power transfer to drive shaft shall be by chain or gear drive mechanism. Belts shall not be used. All mechanical components of the drive system shall be contained within the carriage. Wheels/Guidance System: Due to carriage length, only guidance systems guiding all wheels will be acceptable. Wheels shall be 5" minimum outside diameter 1045 hardened steel or machined ductile cast iron. Wheels shall be precision ground and balanced for smooth operation. Wheel capacity shall be at least 3,000 lb. per wheel and at least 6,000 lb. per wheel assembly.

5. FACE PANELS

All exposed ends shall have steel face panels covering the full width and height of the carriage and storage housing. Panels shall be constructed of minimum 18 gauge steel using a structural edge channel design. A minimum of three 18 gauge hat channel supports shall

be welded to the back of the panel at the top, base and center to provide unit rigidity. Panels shall be free of exposed assembly holes or protruding hardware, and shall be assembled without any sharp edges.

6. ELECTRICAL SYSTEM CONTROLS

Each carriage will be equipped with a 90-volt D.C. fractional horsepower gear motor with solid state optical encoders regulating speed control. Each drive motor shall be current limited. Controls shall provide sequential movement with a controlled running speed and automatic time-out. System shall operate on 120 V.A.C. 50/60 hertz, 20 amp dedicated circuit (provided by GC). System shall be C-UL US system listed.

7. PASSIVE SAFETIES

All aisles are to be fully protected using the passive safety system. This system automatically detects a person or object in the open aisle. The system shall automatically reset and become ready for use once aisle is cleared.

8. ADDITIONAL SAFETY FEATURE

The High Density System must be integrated with the building's Fire and Security system. Electrical high density mobile storage system must have a "fire park" feature to allow for even spreading of all carriages in the event of an alarm. When evenly spread, the carriages are to be no less than 5" apart. (Reference NFPA 13 appendix)

9. PAINT FINISHES

Contractor must provide powder coat paint finishes on all surfaces, shelving, carriages, face panels, etc.. Finish is to be archive quality, non-reactive solvent free, baked polyester powder coating and will have no potential off-gassing. Solvent based wet-spray paint finishes on any components of the installation are not acceptable.

10. INSTALLATION

Fully grout rail will be used. Contractor must permanently attach shelving units to carriages. Contractor will stabilize shelving units to comply with manufacturer's written requirements. Contractor will reinforce shelving units to withstand the stress of movement where required and specified. Contractor will install mobile storage systems, shelving, track floors, and accessories after finishing operations, including painting have been completed. Contractor will install system to comply with final layout drawings, in strict compliance with manufacture's printed instructions. Contractor will position units level and plum at proper location relative to adjoining units and related work. Contractor shall remove and replace components which are shipped, scratched, or otherwise damaged and which do not match adjoining work. Contractor will provide new matching units, installed as specified, in a manner to eliminate evidence of replacement. Contractor shall adjust components and accessories to provide smooth operating, visually acceptable installation. Contractor shall protect system against damage during remainder of construction period. Contractor will advise County of additional protection needed to ensure that system will be without damage or deterioration at time of substantial completion. Installation is to be performed by factory trained and certified technicians. Lead installer shall have at a minimum 5 years' experience installing powered high density systems. (Please provide certification with your submittal).

11. INSTALLATION LOGISTICS

Time-frame for manufacturer, delivery and installation will have to be coordinated with the GC especially concerning early installation of the carriage/rail system. Projected timeline for installations:

No later than the spring of 2013 - Rails

August 2013 – Installation of shelving/cabinets

November 2013 – Move in

Contractor shall test under fully loaded conditions each component and assembled item of equipment to demonstrate that it is operating properly and that controls and safety devices are functioning.

12. DEMONSTRATION/CUSTOMER TRAINING AT COMPLETION OF INSTALLATION

Contractor will schedule and conduct demonstration of installed equipment and features with County's personnel. Contractor will schedule and conduct maintenance training with County's maintenance personnel. Training session by contractor should include lecture and demonstration of all maintenance and repair procedures that end user personnel would normally perform.

13. WARRANTY REQUIREMENTS

Entire movable compact storage system installation will be warranted by contractor against defects in material and workmanship for a minimum period of five (5) years from date of final acceptance by the County. Contractor shall provide a ten (10) year minimum warranty on electric motors, a lifetime warranty on all structural beam members of the system, and a minimum of one (1) preventive maintenance inspection per year during labor warranty.

B. MOBILE ART RACK SYSTEM (MANUAL) - 500 LBS PER FT CAPACITY. NOTE: RECESSED RAIL FOR THE ART RACK WILL NOT BE NEEDED.

1. TRACK

Track shall be a cold drawn, one piece low profile "T" section with anti-tip groove of 1035 steel 1 1/16" high with a base flange of 2 1/8" and a top surface of 5/8". All rail joints to be tongue and groove. Leveling screw adjustability (no shims). Each rail is supported by a full bed of non-shrink hydraulic grout with 8,000 psi at full cure. Rails are to be installed with concrete screed channels to protect rail during back pour and to act as a screed for the concrete contractor. The general contractor shall finish the floor covering.

2. CARRIAGE & FRAME

Modular steel construction consisting of mesh panels constructed of 10 gauge steel wire, woven into 2" x 1" rectangular mesh and securely welded to a 1 1/4" x 1 1/4" x 1/8" steel angle frame. Panels are bolted to 3" x 1 1/2" x 1/8" carbon vertical steel tube posts. The vertical posts are bolted to a horizontal 12 gauge hot rolled steel base channel, which is bolted to 12 gauge hot rolled wheel housing assemblies. A powder coat finish is applied to all components. Finish is inert; free of emissions and volatiles (wet spray applications unacceptable).

3. WHEELS:

Hardened steel wheels to be minimum 3” in diameter with (2) permanently shielded ball bearing assemblies. Wheels to be hardened. Provide spacers at both sides of wheel bearings to eliminate all friction between wheels and carriage. Provide four roller-type bearings and two anti-tip mechanisms per track assembly at the leading edge of the carriage. Guide rollers to be adjustable to insure proper alignment of carriages. (Cast iron wheels and/or dual flange wheels unacceptable).

4. NESTING:

Art racks may be nested by utilizing offset track placements at wheel assembly to maximize capacity within the footprint of the system. (Pull out type racks unacceptable).

IV. PROPOSAL FORMAT/REQUIREMENTS

In order to simplify the review process and enable the County to make an equitable and objective comparison among the proposals, proposals must be organized according to the following format. They must be submitted in five (5) copies:

1. COVER LETTER

Include the Proposal name, “Request for Proposal No. 08-12/13 and the full company name, address, phone number, and contact name.

2. RESPONSIVENESS

- a. Provide a summary of the company’s understanding of the Museum’s storage needs and required services under this contract based on the project scope.
- b. Provide a description of the type and quantity of products and systems that the Company proposes to provide to meet these specifications based on the Museum’s storage needs relating to the current and projected inventory and the building’s spatial configuration dedicated to storage based on the stated floor plan (See Attachment 1).
- c. Provide a proposed design of the storage system based on the attached floor plan and storage needs.
- d. Describe the geographic location of the company and the company’s ability to assign a representative that can be responsive to service calls from Florence County in a timely manner (within twenty-four (24) hours). Please demonstrate the qualifications of the service department.
- e. Describe the company’s current work load and availability to meet the time requirements of this project.

3. RESPONSIBILITY

- a. Provide an organizational chart of the company.
- b. If the organization has had a contract terminated for default during the past five (5) years, submit full details surrounding the termination including the nature of the default and the terminating party’s name, address and telephone number.
- c. If the organization has ever been suspended or debarred from any governmental agency, please submit full details surrounding the debarment including the nature of the default and the governmental entity’s name, address, and telephone number.

- d. Please demonstrate the organization's dedication to the education of the installation and service department. Installers shall be factory trained and certified. Lead installer is to be a full time employee of the offering company.

4. COMPANY QUALIFICATIONS AND EXPERIENCE

- a. Provide a brief overview of your company's experience and qualifications as it relates to providing the products and services of this project.
- b. Provide sufficient information to describe the financial condition and strength of the company.
- c. Provide documentation of the qualifications of the company's contact person who will be responsible for managing the contract effort.
- d. Provide a list of the company's references, including contact names and phone numbers of clients for whom you provide, or provided in the past 5 years, similar services.
- e. Provide a list of seven (7) references for High Powered Density Mobile Systems within the South Carolina region installed by the responding dealership including contact names, company information, phone numbers and date of initial installation.

5. PRICES

Complete and include in proposal submittal.

V. EVALUATION AND SELECTION PROCESS

A. EVALUATION OF PROPOSALS

1. DISCLOSURE OF RESPONDERS:

The proposals shall be publicly opened and only the names of the responders will be disclosed at the proposal opening. Contents of the competing responder's proposals shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award of the contract. Proprietary or confidential information (i.e., customer lists), if marked as such, shall not be disclosed without the written consent of the responder. Responder shall identify such information by writing "CONFIDENTIAL" on such items. 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.

2. EVALUATION GUIDELINES:

- a. **The Evaluation Process:** Florence County has formed an evaluation committee to review and rate the proposals. After the review and rating of proposal(s) by the evaluation committee, individual scores will be ranked. Proponents will be ranked numerically in descending order with one (1) being the highest ranking.
- b. The County is not obligated to accept the lowest cost proposal. Each proposal will be evaluated on the content of the responder's proposal, i.e., the burden of information clarification and research rest solely on each responder's effort and will be considered a reflection of interest and efficiency.

- c. During the review process, the evaluation committee shall have the right to request from responders any other information or evidence it deems necessary for evaluation of the proposal and relevant to any one or more of the stated evaluation factors. The failure of a responder to promptly provide such requested information or evidence shall be sufficient grounds for determining the responder to be non-responsive and for rejection of the proposal. The County reserves the right to contact a responder for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the proposal that is deemed appropriate and would assist in the evaluation.
- d. Proposals which, after discussion, and submission of additional clarification and/or supplementary information, are determined to meet the specifications of the Request for Proposal will be classified as “acceptable” and no further discussion concerning same will be conducted.

3. EVALUATION CRITERIA:

A review panel will be appointed to conduct a proposal evaluation according to the following criteria. The maximum score is one hundred percent (100%).

a. Responsiveness

0-20 Points

The degree to which the responder has responded to the purposes and scope of specifications, i.e. products and services to be provided, proposed design, flexibility of responder to meet Florence County’s needs, conformance in all material respects to this Request for Proposal, etc.

b. Responsibility

0-35 Points

The responder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance as required by these specifications.

c. Qualifications and Experience

0-25 Points

Responder’s overall financial condition and strength of the company. Responder’s experience in providing the services as outlined and requested in the specifications to government agencies. Local government experience and references will be given more preference. The qualifications of the representative the company assigns to this contract are extremely important.

d. Prices

0-20 Points

Responder’s itemized prices relating to the specific systems proposed.

B. SELECTION PROCESS:

1. AWARD PROCESS: Florence County intends to award a contract resulting from this Request for Proposal to the responsive and responsible responder whose proposal is determined to be the most advantageous to the County taking into consideration price and other evaluation factors set forth herein; however, the right is specifically reserved to reject any and all proposals received and in all cases, the County will be the sole judge as to whether an responder's proposal has or has not satisfactorily met the requirements of this RFP. The County also reserves the right to award a contract to other than the lowest-priced responder. An award recommendation will be made to Florence County Council for approval. The County reserves the right to award a contract, with or without discussions or negotiations.
2. FINAL CONTRACT NEGOTIATION: Once Council has approved the award, the Procurement Director will negotiate a final contract with the responsible responder whose proposal, conforming to the request for proposals, will be most advantageous to the County, based on the evaluation panel's review. A draft contract is included in this RFP package.
3. INABILITY TO NEGOTIATE A FINAL CONTRACT: Should the responder and the Procurement Director be unable to negotiate a satisfactory final contract within thirty (30) days in accordance with the proposal and the general terms of the RFP, negotiations with that responder shall be formally terminated.
4. PRIORITY LIST OF RESPONDERS: PRIORITY LIST OF RESPONDERS: Negotiations will proceed in this manner down the ranking list of responders until contract terms are agreed upon or until a decision to solicit additional proposals is made.
5. REVISIONS: In negotiating final contract terms, mutually agreed upon revisions in the proposals, which are generally consistent with the proposal documents, may be made prior to award for the purpose of obtaining the best and final offer.

VI. 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 twenty-five thousand dollars (\$25,000.00), 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 Procurement Office. 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 twenty-five thousand dollars (\$25,000.00), 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. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIRMENT.** 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.

VII. 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 twenty-five thousand dollars (\$25,000.00), 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 twenty-five thousand dollars (\$25,000.00), 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:

(1) 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.

(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. **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.

VIII. TAXES

State Tax: Florence County is liable for South Carolina sales and use taxes in the amount of 8%. Please include all applicable taxes with your proposals.

IX. CONTRACT DOCUMENT

The successful Offeror shall be required to execute a formal contract virtually identical in substance and form to the contract which is incorporated in this Request for Proposal. The only anticipated changes in the draft contract contained within this RFP will be to include additional exhibits; to fill in any blanks; to identify the Contractor and terms relating to compensation; or, to revise the contract to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued.

X. NOTICE TO PROCEED

A Notice to Proceed will be issued only after the successful Offeror has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the County, as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued.

The successful Offeror shall not deliver any equipment to the work site or commence work until it has received a written Notice to Proceed from the Procurement Director.

XI. SC ILLEGAL IMMIGRATION REFORM ACT

By signing this offer, you certify that your company will comply with, and will remain in compliance with during the term of the agreement, the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to Florence County upon request any documentation required to establish either:

- (a) that Title 8, Chapter 14 is inapplicable to your company or your subcontractors or sub-subcontractors; or
- (b) that your company and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, your company shall agree to include in any contracts with your subcontractors language requiring your subcontractors to:

- (a) comply with the applicable requirement of Title 8, Chapter 14, and
- (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

XII. INSURANCE REQUIREMENTS

The Contractor, to whom this contract is awarded, shall secure and maintain during the duration of the Contract, at his/her sole expense, the following types and limits of insurance described below:

- A. Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of Florence County and its agents, employees and officials.
- B. Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
- C. Business Automobile Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
- D. Professional Liability (Errors & Omissions) - The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

Insurance policies, except Workers' Compensation, shall be endorsed (1) to show Florence County as an additional insured as their interests may appear pursuant to South Carolina Law.

Copies or originals of correspondence, certificates, endorsements, or other items pertaining to insurance shall be sent to: Patrick Fletcher, Procurement Director, Florence City-County Complex, 180 N. Irby Street, MSC-R, Florence, SC 29501. Proof of insurance must be provided at the time of execution of the contract.

Hold Harmless

The successful proposer shall agree to defend, indemnify and hold harmless Florence County from all loss, liability, claims, actions damages, or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor; any suits brought against Florence County for or on account of the use of patented appliances, products, or processes, or the infringement of any patent, trademark, copyright, or alleged negligence on the part of the Contractor.

Contractor shall defend, indemnify and hold harmless Florence County, its officials, employees, departments, agents, boards, commissions and volunteers against and from all attorney fees and costs, claims, judgments, losses, damages, demands, payments, recoveries, legal proceedings, and decrees of every nature, and expenses to persons or property occasioned, wholly or in part, by the negligent acts or omissions of Contractor, Contractor agents, employees, and subcontractors. Florence County is not responsible for any losses incurred by the Contractor including, but not limited to, any force of nature, natural disaster, loss of power, or other occurrences beyond its control.

*The Contractor hereby releases, jointly and severally, the, Florence County, its officers, employees, agents, and staff members from any losses, claims, damages, or lawsuits arising from the use of the Department's facilities by the Contractor or the Contractor's guests.

*Further – All persons or property of any kind that may be on the premises during the term of this Agreement shall be at the risk of the Contractor. Florence County, its agents and employees, shall not be liable to Contractor, or any other person on these premises, during the term of this Agreement, for injury to, damage to, or loss of, property or any person on these premises. Contractor further agrees to indemnify Florence County and and hold them harmless from all damages, injuries, losses and expenses incurred by any person, or party, in any way, from Lessee's use of these premises. Contractor also releases the Florence County and its agents and employees from all damages, injuries, liabilities, losses and expenses incurred by Contractor in any way from use of these premises and equipment. Contractor also agrees to indemnify the Florence County against all costs, including attorney's fees, arising out of the Contractor's use of this property and these premises.

XIII. NON-COLLUSION AFFIDAVIT

State of South Carolina
Florence County

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ of _____, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its Directors, partners, Countys, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Florence County or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, Countys, employees, or parties in interest, including this affiant.

_____(Seal)

Title

SUBSCRIBED AND SWORN TO BEFORE ME,

This _____ Day of _____, 2012

NOTARY PUBLIC _____

My Commission Expires: _____

XIV. PROPOSER'S CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying or make a part of this Request for Proposal.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no Director, employee or agent of Florence County or any other proposer is interested in said proposal; and, that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that Florence County reserves the right to reject any or all proposals.

Federal Tax ID: _____

NAME OF FIRM _____

Phone: _____

Fax: _____

Email: _____

NAME & TITLE, TYPED OR PRINTED _____

MAILING ADDRESS _____

CITY, STATE, ZIP CODE

AUTHORIZED SIGNATURE _____

Subscribed and sworn to before me this ____ day of _____, 2012

Notary Public _____

My Commission expires: _____

(SEAL)

XV. CONTRACT (SAMPLE)

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this _____ day of _____, 2013 by and between the **COUNTY OF FLORENCE**, South Carolina, a body politic and corporate under the State of South Carolina (hereinafter the "County") and _____ a Corporation, the address of which is: _____ (hereinafter the "Contractor"), for and in consideration of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

DOCUMENTS INCORPORATED BY REFERENCE

- 1.1 This Contract includes the Scope of Work for the Project identified thereon as such, the County's Request for Proposal No. 08-12/13, and all addenda thereto, as well as the Contractor's proposal submission, including all forms required in the proposal documents. All these documents specified in this Article 1 are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract" or "Contract Documents"). Change orders issued hereafter and any other amendments properly executed by the County and the Contractor shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents.
- 1.2 Contractor shall comply with all applicable Federal, State, and Local laws which may be applicable to any aspect of its activities under this Contract. By entering into this Contract, Contractor affirmatively warrants that the Contractor, to the best of its knowledge, information, and belief, is currently in compliance with all applicable Federal, State, and Local laws and further warrants that during the term of this Contract, Contractor shall remain in compliance therewith.

ARTICLE 2

SCOPE OF WORK

- 2.1 Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the completion of the work required under this Agreement (the "Work") in a professional, timely manner, in accord with all applicable laws, rules, and regulations.
- 2.2 Scope of Work and Specifications shall be provided as outlined in Florence County's Request for Proposal No. 08-12/13 Scope of Work.
- 2.3 Contractor shall commence Work as specified once the Notice to Proceed is issued, but not before said notice is issued. Coordination of the Work and administration of this Agreement shall be by the Florence County Procurement Director or his designee.

ARTICLE 3 INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the County and the Contractor agree as follows:

- 3.1 This Contract (along with its exhibits and all documents incorporated herein by reference) constitute the entire and exclusive agreements between the parties with reference to the project, and said Contract supersedes any and all prior discussions, communications, representations, understanding, negotiations, or agreement.
- 3.2 Anything that may be required, implied or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price.
- 3.3 Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the County and any person except the Contractor.
- 3.4 When a word, term or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted industry meaning; and third if there is no generally accepted industry meaning, according to its common and customary usage.
- 3.5 The words “include,” “includes,” and “including,” as used in this Contract, shall be deemed to be followed by the phrase, “without limitation”.
- 3.6 The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract.
- 3.7 In the case of any conflict, discrepancy or inconsistency among any of the other Contract documents, the Contractor shall notify the County immediately upon discovery of the same.

ARTICLE 4 CONTRACTOR'S REQUIREMENTS

The Contractor shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to the following:

- 4.1 The Contractor will complete the entire Work described in the Contract Documents, in accordance with the terms herein, and the Scope of Work/Specifications, all as may be amended from time to time.
- 4.2 Contractor shall furnish any and all required surety bonds and insurance certificate(s) and endorsement(s).

ARTICLE 5

COMPENSATION AND PAYMENT TERMS

- 5.1 The County shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price of _____ dollars and _____ cents (\$_____). This price shall constitute the Contract price.
- 5.2 When the project is substantially complete, the Contractor will notify the County. Thereupon, the County will perform a final site review of the Project. If the County concurs that the Project is complete and in full accordance with this Contract and that the Contractor has performed all of its obligations to the County hereunder, the County will make final payment of the Contract Price to the Contractor within thirty (30) days of receipt of the invoice.
- 5.3 Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

ARTICLE 6

NOTICE TO PROCEED

- 6.1 A Notice to Proceed will be issued only after the successful Offeror has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the County, as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued.
- 6.2 The successful Offeror shall not deliver any equipment to the work site or commence work until it has received a written Notice to Proceed from the Procurement Director.

ARTICLE 7

INSURANCE REQUIREMENTS

- 7.1 Contractor shall at all times during the term of this Agreement carry insurance as outlined and required in Florence County Request for Proposal No. 08-12/13. The County shall not issue a Notice to Proceed until Contractor has submitted acceptable insurance certificate(s) and endorsement(s) which must be submitted upon execution of this contract and which reflect that the required coverages are in place and that all premiums have been paid. The County may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Agreement.

ARTICLE 8

DRUG FREE WORKPLACE

- 8.1 Contractor shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 *et seq.*, S.C. Code of Laws (1976, as amended).

ARTICLE 9
CONTRACTOR'S WARRANTIES AND REPRESENTATIONS

- 9.1 Contractor represents that its staff is knowledgeable about and experienced in performing the Work required in the Request for Proposals and warrants that it will use the best skill and attention to provide the above described services in a professional, timely manner.
- 9.2 Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their work product, as though Contractor had performed the Work itself.

ARTICLE 10
INDEPENDENT CONTRACTOR

- 10.1 Contractor is an independent contractor and shall not be deemed the agent or employee of the County of Florence for any purpose whatsoever. Contractor shall not hold himself out as an employee of the County of Florence, and shall have no power or authority to bind or obligate the County of Florence in any manner, except the County of Florence shall make payment to Contractor for services and expenses as herein provided. Contractor shall obtain and maintain all licenses and permits required by law for performance of this Agreement by him or his employees, agents and servants. Contractor shall be liable for and pay all taxes required by local, State or Federal Governments, including but not limited to Social Security, workman's compensation, Employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County of Florence to or for the benefit of Contractor or his employees, agents, or servants by reason of this Agreement.

ARTICLE 11
MODIFICATIONS TO THE AGREEMENT

- 11.1 Any modification to this Contract must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the County's authority to issue changes.

ARTICLE 12
SEVERABILITY

- 12.1 If any term or condition of this Contract or application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Contract are agreed to be severable.

ARTICLE 13
TERMINATION

- 13.1 For Convenience. The Procurement Director, by advance written notice, may terminate this Agreement when it is in the best interests of the County of Florence. If this Agreement is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the work actually accomplished. The Contractor will not be compensated for any other costs in connection with a termination for convenience. Contractor will not be entitled to recover any damages in connection with a termination of convenience.
- 13.2 For Default. If the Contractor refuses or fails to perform the work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the Procurement Director, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the Procurement Director, to be material (including without limitation, the requirement that Contractor obtain and maintain if force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this section, County shall have the right to terminate forthwith this contract by written notice to the Contractor. In the event of such default, the advance notice period for termination is waived under the Contractor shall not be entitled to any costs or damages resulting from a termination under this Section.

ARTICLE 14 WAIVER

- 14.1 Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach, and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this Contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

ARTICLE 15 NOTICES

- 15.1 All notices to each party to this Contract shall be in writing, and sent as follows:

To County:

Patrick D. Fletcher, Procurement Director
Florence County
180 North Irby Street, MSC-G
Florence, SC 29501
Telephone: (843) 665-3018
Fax: (843) 664-9668

To Contractor:

XXXXXXXXXX
XXXXXXXXXXXXXX

XXXXXXXXXXXXXX

Telephone: xxxxxxxx

- 15.2 All notices, demands, requests, consents or approvals that may or are required to be given by any party to another shall be in writing and shall be deemed given if: (i) served personally by hand delivery; (ii) sent by nationally-recognized overnight courier with return receipt; or (iii) sent by United States registered or certified mail, by depositing the same in the United States Mail in the continental United States, postage prepaid, return receipt requested and addressed to such other party at the address specified above or at such other place as such other party may from time to time designate by notice in writing to the other parties hereto. Rejection or other refusal to accept a notice, demand, request or consent, or the inability to deliver because of a changed address, of which no notice was given, shall be deemed to be actual receipt thereof. In the event given by registered or certified mail, such notice, demand, request, or consent so mailed shall be effectively conveyed upon receipt or shall be presumed to have been effectively conveyed and received by the addressee 72 hours after deposit of same in the mail, whichever first occurs.

ARTICLE 16 APPLICABLE LAW

- 16.1 The laws of South Carolina shall govern this Contract. In any litigation arising under this Contract, all such litigation shall be litigated in the Circuit Court within the Twelfth Judicial Circuit Court of Florence County, South Carolina. Without limitation upon the prevailing party's rights to recovery such fees and costs, the relevant provisions of Section 15-37-10 et seq. of the Code of Laws of South Carolina (1976, as amended) shall apply to this Article, as the case may warrant. This Contract is **not** subject to arbitration.

ARTICLE 17 SUCCESSOR AND ASSIGNS

- 17.1 Each party binds itself, its successor, assigns, executors, administrators or other representatives to the other party hereto and to successors, assign, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the County

IN WITNESS WHEREOF, the parties have executed this Agreement in three originals under their several seals the day and year first written above.

WITNESSETH:

Federal Tax I.D.

No.:_____

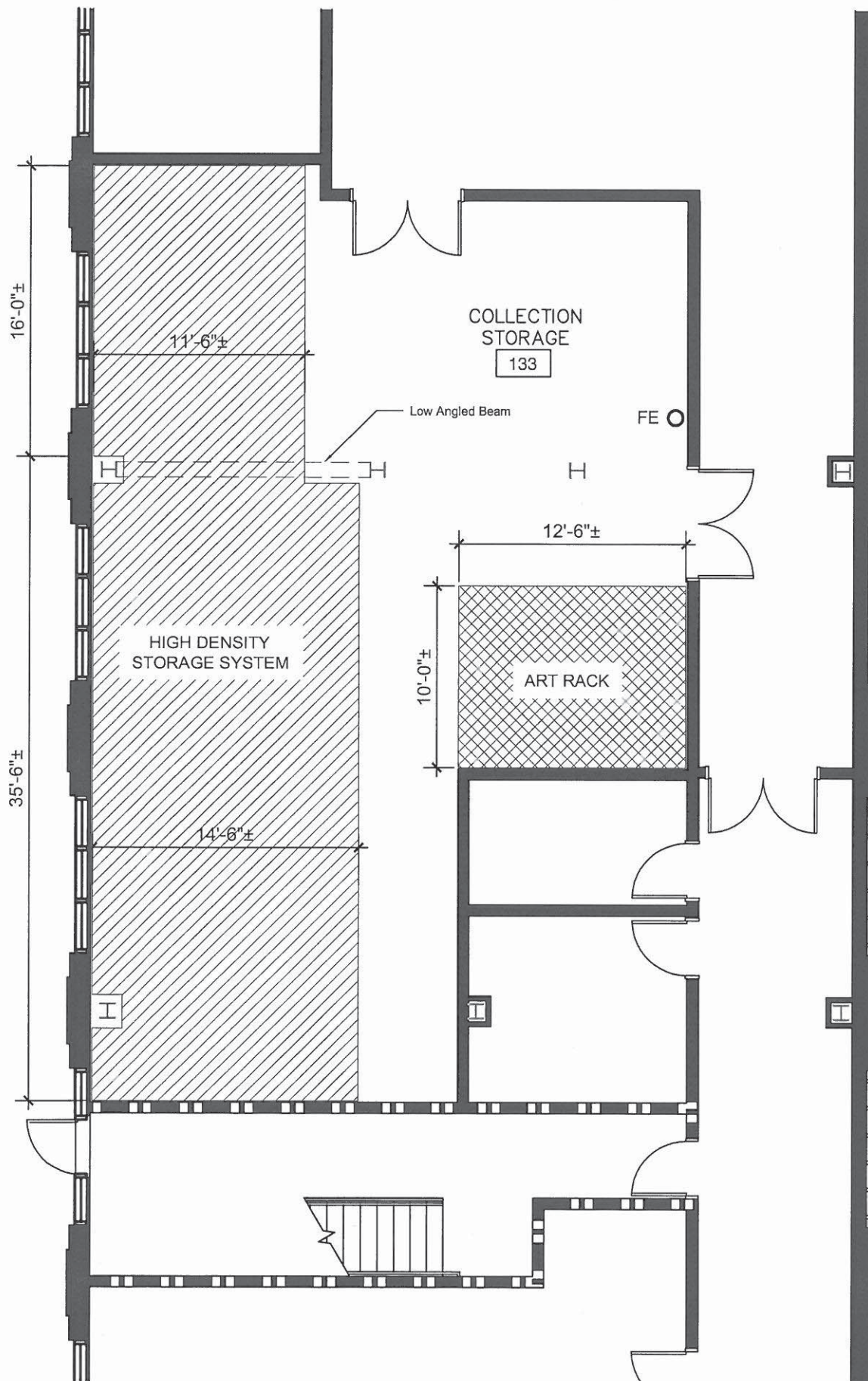
FOR CONTRACTOR:

Contractor Name

FOR FLORENCE COUNTY:

K.G. Rusty Smith, County Administrator

ATTACHMENT 1 FLOOR PLAN WILL BE INSERTED HERE.



FLOOR PLAN