

FLORENCE COUNTY
SOUTH CAROLINA

INVITATION-TO-BID NO. 11-12/13

PORTABLE DESKTOP LIVE SCAN SYSTEM
FLORENCE COUNTY SHERIFFS OFFICE

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COUNTY OF FLORENCE, SOUTH CAROLINA
INVITATION-TO-BID #11-12/13

Written sealed bids for Portable Desktop Live Scan System for the Florence County Sheriff's Office will be opened by Florence County (hereinafter called the Owner) at 180 N. Irby Street, City-County Complex, Room B-5 Procurement Offices, Florence, South Carolina at 11:00 a.m. (ET) Friday, December 28, 2012. At that time and place, sealed bids will be publicly opened and bids read aloud.

The Project Documents, including Requirements and Specifications, may be obtained from the office of Florence County Procurement at the address listed below or by visiting the procurement website: www.florenceco.org. When requesting project documents, provide the following information about your company: Mailing address, street (UPS) address, telephone number, and FAX number (if applicable).

Sealed bids must be received by Florence County Procurement at the following address:

Florence County Procurement
City-County Complex, MSC-R
180 N. Irby Street; Room B-5
Florence, SC 29501
(843) 665-3018

Sealed bids must be received at the above address no later than 11:00 a.m. (ET) on Friday, December 28, 2012 and submitted in a sealed envelope and clearly marked as follows:

"Invitation-To-Bid #11-12/13 – "Portable Desktop Live Scan System-Florence County Sheriff's Office"

Sealed bids MUST be in the actual possession of the Florence County Procurement Department on or before the exact time and date indicated above. Bids received after the published time and date shall not be opened and shall be disqualified and returned unopened to sender.

Sealed bids submitted by mail and/or carrier must meet the same requirements as above and should be addressed to the same address listed above. Florence County shall not be responsible for late delivery of bids.

No bid will be considered unless the responder is legally qualified under the provisions of the South Carolina Code. All bids must be completed typed or printed in ink and comply with all the terms and conditions of this Invitation-To-Bid and associated Project Documents. Emails or facsimiles will not be accepted.

Each responder, by submission of a bid, agrees to each and every term and condition set forth within this Invitation-To-Bid and associated Project Documents, including any addendum that may be issued, and to be bound thereby.

All bids and supporting documents will be retained by Florence County for a period of ninety (90) days from the date the bids are opened, and no bid shall be received, nor shall any responder be allowed to withdraw a bid after the opening hour commences.

Florence County reserves the right to accept or reject, in whole or in part, 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 proposal.

SCOPE OF WORK/TECHNICAL SPECIFICATIONS:

1. Scope:

Florence County is soliciting bids for Portable Desktop Live Scan System for the Florence County Sheriff's Office (FCSO) under a South Carolina Department of Public Safety grant.

2. Technical Specifications:

The County is soliciting bids for a Portable Desktop Live Scan System and related equipment with the following specifications:

Portable Desktop Live Scan System:

- FBI approved/South Carolina Law Enforcement Division (SLED) approved software
- Live Scan hardware with palm print capture and ten (10) print capture
- Laptop
- Signature capture pad
- Touch screen monitor 21"
- Magnetic strip reader - Card swipe module that pulls personal information
- SLED approved Sex Offender Module capable of capturing non-violent offenders and not transmitting as well as capturing print for transmittal to SLED
- Must have interconnectivity with AEGIS Software
- Bar code reader

NIST Manager (Local):

Must integrate with existing NIST Manager System to electronically store ten print cards captured on the proposed Live Scan Plus System.

FBI Certified Ten-Print Card Printer (non-networked, dual side printing with two paper trays (for Palm cards)

On-site Installation and Training

Warranty-One Year Minimum

SPECIAL REQUIREMENTS:

The successful vendor must be able to meet the following South Carolina Certification Requirements:

- 1. Must have an FBI certified live scan device.**
- 2. Must contact the AFIS Coordinator at 803-896-7005.**
- 3. Must have a live scan device on site at South Carolina Law Enforcement Division (SLED) for acceptance testing as scheduled by SLED IT Staff.**
- 4. Must successfully complete acceptance testing at SLED, which includes, but not limited to: Criminal Fingerprint submissions with Palms, Criminal Fingerprint submissions without Palms, Applicant Fingerprint submissions, Digital Mugshots and Digital Signatures.**
- 5. Must select an approved law enforcement agency to test local connectivity to SLED.**
- 6. Must agree in writing that any changes or upgrades to the hardware or software of the certified system be tested at SLED before installing changes or updates at a remote site.**
- 7. Any deviation to the existing live scan or new version live scan must go through SLED certification before installation at the local site.**

INSTRUCTIONS TO RESPONDERS

1) 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 considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof or as provided for in the bid documents whichever is later.

2) 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 proposal 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 proposal.
- 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 proposal must allow a sufficient mail delivery period to insure timely receipt of their proposal. 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 its agents for its determination in this regard.
- f) All information shall be entered in ink or typewritten.
- g) All proposed costs shall be for all licenses, permits, taxes, labor, material, transportation, equipment and any other components/services that are required to complete the work embraced herein this Invitation-To-Bid document.

- h) If applicable, each bidder shall show the names, address and license number of any subcontractors and the scope of their work, which he may employ on the Project. Subcontractors will be required to comply with all applicable requirements of the Specifications. If applicable, each bid shall include the bidder's name, address and South Carolina Contractor's License Number. In South Carolina, where a mechanical contract amount 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 proposal which will be enclosed in the sealed bid.
- i) Each bidder shall acknowledge receipt of all addenda by its submission of a bid. 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.
- j) 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 carrier, the sealed envelope containing the bid must be enclosed in another outer envelope. Florence County shall not be responsible for unidentified bids.

3) **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.

4) **BID SURETY REQUIREMENTS:**

- a) As discussed in the Bid Surety Requirement document contained herein, Bid Surety must accompany any and all responses submitted that contain estimated project costs exceeding twenty-five thousand dollars (\$25,000.00). Failure to satisfy this Bid Surety requirement will result in your bid being considered non-responsive and removed from further consideration for award of the subject contract. Bid Surety can be provided as discussed below.
- b) Bid Surety will not be required from firms that have been in business for five (5) consecutive years without filing for bankruptcy. A statement on the company's letterhead from the firm stating this qualification will replace the bid bond and must accompany the bid.
- c) For all bidders not meeting the criteria of "b" above, a deposit in the amount of five percent (5%) of the proposed total contract price shall accompany the bid. These deposits shall take the form of cash, certified check, cashier's check or bond executed by a corporate surety licensed under the laws of this state. The cash, cashier's check or certified check shall be deposited to the County's account if the successful bidder fails to enter into the proposed contract within ten (10) days after the award. Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.

d) One of the above requirements must be met for your response to be considered.

5) **EXECUTION OF CONTRACT:**

- a) The bidder to whom an award is made shall deliver to the County a certificate of insurance as discussed in **Item 9 below**. The County's issuance of a purchase order and/or verbal notification of such execution may serve as the official "Notice to Proceed". Bidders failing to enter the proposed contract may be subject to Debarment and Suspension, as prescribed under Section 11-102 of the

Florence County Code, from future consideration for award of contracts. Bidders failing to enter the proposed contract may result in claims against bonds.

6) 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 ten (10) working 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.

7) TERM OF CONTRACT AND CONTRACT DOCUMENTS:

- a) The contract documents that will form the contract shall include:
 - The Complete Solicitation Document
 - All Addenda
 - The Successful Bidder's Submitted Bid Document
 - Notice of Award (Verbal or Written)
 - Purchase Order/Agreement/Contract
 - Insurance Certification

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 Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.

9) INSURANCE AND BONDS:

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

10) 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.

11) INTERPRETATIONS OF PLANS AND SPECIFICATIONS:

- a) No binding interpretation of the meaning of the Documents or any questions relating to the bid will be made to any bidder orally prior to the receipt of bids. Any request for such interpretation or questions shall be in writing addressed to the Owner or designee. To be given consideration, such requests must be received at least seven (7) days prior to the scheduled date for opening sealed bids. Any such interpretations or supplemental instructions will be issued in the form of addenda to the Contract Documents which will be mailed or emailed to persons receiving a set of documents, not later than three days prior to the date for opening of bids. Failure of any bidder to receive such addenda shall not relieve the successful bidder of any obligation under the awarded contract and this Document.

12) 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.

13) POWER OF ATTORNEY:

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

14) LAW AND REGULATIONS:

- a) The bidder's attention is directed to the fact that all applicable Federal, State 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.

15) 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 proposal.

16) 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.

VENDOR AGREEMENTS

1) STATEMENT OF RIGHTS

- a) Florence County reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. Florence County reserves the right to accept or reject any and all bids, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the County. Florence County also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the County.

2) GENERAL TERMS:

- a) Each bidder by submitting a response to Florence County as a result of this Invitation-To-Bid, agrees to and acknowledges its acceptance of and agreement with the procedures outlined below and the terms, conditions and requirements of the applicable Florence County Invitation-To-Bid document. Agreement is evident by the submission of a response to Florence County. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by Florence County, the offer of the firm in question will be void and Florence County will procure the goods/services in question from other eligible vendors.


3) SPECIFIC TERMS:

- a) Products offered shall meet all requirements of the Uniform Commercial Code, if applicable.
- b) Responses submitted are final and complete offers by the vendor. No additions, corrections, modifications, changes or interpretations will be allowed. In the event questions arise on what is meant by an offer, the Procurement Officer will make a determination as to the county interpretation of the vendor's offer. If, after informing the vendor of the county's opinion, disagreement as to scope of the offer is present, the offer will be declared VOID.
- c) Florence County reserves the right to award bids received on the basis of individual items, groups of items, or the entire list of items; to reject any and all bids; and to waive any technicalities. In every case, Florence County reserves the right to make awards deemed to be in the best interest of the County and to negotiate further the offer determined by the County to be in the best interest of the County.
- d) Unit prices will govern over extended prices. Prices must be stated per unit and extended for the total quantity.
- e) Florence County is not exempt from sales tax, if applicable. Sales, use, or excise tax, as well as any handling and shipping charges, must be shown as separate items.
- f) Florence County has a local preference of 2%, which may be applied in bid award determination.
- g) Any deviation from specifications in the bid solicitation must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore. Unless otherwise stated, it is understood and

agreed that any item offered or shipped on this bid shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and handling.

- h) Any attempt by a vendor to influence the opinion of the county staff, or County Council, by discussion, promotion, advertising or any procedure to promote their offer, will constitute grounds to judge such an offer non-responsive. All offers presented to Florence County will be evaluated based on the current County Code and the offer as presented to the county on the date/time specified in the given solicitation.
- i) In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) Bid Announcement/Advertisement (3) Special Terms and Conditions, (4) Instructions to Responders and Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.
- j) Florence County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- k) All vendors are informed that the Procurement Officer may exercise the County's option to extend the contract, (purchase order) under the provisions of County Code should such extension be mutually agreeable between the County and the selected vendor.
- l) The Bidder agrees to secure at Bidder's own expense all personnel necessary to carry out Bidder's obligations under this Proposal. 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.
- m) The vendor will act in an independent capacity and not as officers or employees of the County. The vendor shall indemnify, defend and hold harmless Florence County, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents, or employees.

- n) The successful vendor shall indemnify and hold harmless the Florence County, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.
- o) It is the responsibility of the prospective bidder to review the entire invitation for bids packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received by the Procurement Department not less than five (5) days prior to the time set for bid opening. These requirements also apply to specifications or instructions that are ambiguous.
- p) Should any vendor fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, Florence County may terminate this contract, in whole or in part, and may consider such failure or non-compliance a breach/default of contract. The County reserves the right to purchase any/all items or service in default on the open market. By submittal of a response all vendors agree to this provision. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.
- q) Florence County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.
- r) Unless specifically requested, submit one (1) copy of your response. All submittals become the property of Florence County.
- 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 bids (and supporting documents) will be retained by Florence County for a period of ninety (90) 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.
- u) 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.
- v) S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

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 City-County Complex MSC-R Florence, SC 29501	
SEALED BID #11-12/13 PORTABLE DESKTOP LIVE SCAN SYSTEM FLORENCE COUNTY SHERIFF'S OFFICE	HAND CARRY TO: Procurement Office, Room B-5 City-County Complex, 180 N. Irby Street Florence, South Carolina 29501	
Bids will be accepted until Friday, December 28, 2012 at 11:00 a.m. (EST)	TELEPHONE NO. (843) 665-3018	
Then Publicly Opened at: Florence County Procurement 180 N. Irby Street City-County Complex Room B-5 Florence, SC 29501	<p align="center">**Must be able to meet Special Requirements**</p>	

LEGAL COMPANY NAME: _____
D/B/A IF APPLICABLE: _____
MAILING ADDRESS: _____
PHYSICAL ADDRESS: _____
CITY-STATE-ZIP: _____
TELEPHONE NO: _____ **FAX NO:** _____
FEDERAL ID (TAX ID) NO: _____
AUTHORIZED SIGNATURE: _____
PRINTED NAME: _____

Bid Amount:

Portable Desktop Live Scan System *(do not include sales tax)* **Total Bid Amount:**
\$ _____

Total Bid Amount in Words: _____

(8% sales tax to be added)

Please list all exceptions to the bid specifications:

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

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

BID SURETY REQUIREMENTS

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

For all responses submitted with estimated project costs exceeding twenty-five thousand dollars (\$25,000.00), Bid Surety in the amount of at least five percent (5%) of the proposed project costs must be submitted with the response. Failure to satisfy this Bid Surety requirement will result in your bid being considered non-responsive and removed from further consideration for award of the subject contract. Bid Surety can be provided as discussed below.

BID SURETY OPTIONS:

Option A:

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

Option B:

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

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

Bidders failing to enter the proposed contract 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.

SAMPLE BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the undersigned, _____, as Principal,

and _____, as Surety, are hereby held and firmly bound unto, As Owner, in the penal sum

of _____ (\$ _____), for the payment of which, well and

truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a

certain Bid, attached hereto and hereby made a part hereof into a contract in writing, for the

NOW, THEREFORE,

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

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

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

_____(L. S.)
PRINCIPAL

SURETY

By:_____

(SEAL)