

**FLORENCE COUNTY
SOUTH CAROLINA**

REQUEST FOR PROPOSAL

FOR

**CONCESSION OPERATIONS SERVICES AT
LYNCHES RIVER COUNTY PARK**

RFP #13-12/13

Pre-solicitation Conference: Wednesday, February 6, 2013 at
2:00 p.m. (EST)

Proposal Submission Deadline: Thursday, February 14, 2013
at 3:00 p.m. (EST)

REQUEST FOR PROPOSALS FOR CONCESSION OPERATIONS SERVICES
AT LYNCHES RIVER COUNTY PARK
RFP# 13-12/13

Florence County, South Carolina is accepting proposals from qualified firms to provide Concession Operations Services at Lynches River County Park from May – September 2013.

A pre-solicitation conference will be held on **Wednesday, February 6, 2013 at 2:00 p.m. (EST)** at the Splash Pad Area of the Lynches River County Park located at 902 Spine Road, Coward, SC 29530. For direction to the park and to view the park map please go to the www.lynchesriverpark.com website.

Purpose of the Conference: The purpose of the pre-solicitation conference is to have all interested companies do a walk-thru of the splash pad concession area facility, to ask any questions concerning this project, and to give the County any needed feedback.

Attendance at the pre-solicitation conference is not a requirement required as a condition of submitting a proposal, however, attendance is highly recommended.

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 **3:00 p.m. (EST) on Thursday, February 14, 2013.**

Proposals must be clearly marked, “RFP #13-11/12, Concession Operations at Lynches River County Park”. Submittals shall contain one (1) original and three (3) 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.

TABLE OF CONTENTS

I. MINORITY AND WOMAN OWNED BUSINESSES	4
II. PURPOSE OF PROPOSAL AND GENERAL INFORMATION	4
III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS.....	4
IV. SCOPE OF WORK	6
V. REQUIREMENTS OF PROPOSAL	7
VI. PROCEDURES FOR SUBMITTING PROPOSALS.....	8
VII. TERMS AND CONDITIONS	8
VIII. SELECTION PROCESS	10
IX. GOVERNING LAW	11
X. TERM OF CONTRACT	12
XI. MISCELLANEOUS	12
XII. INSURANCE REQUIREMENTS	12
XIII. TAXES	14
XIV. CONTRACT DOCUMENT	14
XV. NOTICE TO PROCEED	14
XVI. SC ILLEGAL IMMIGRATION REFORM ACT	14
XVII. NON-COLLUSION AFFIDAVIT	16
XVIII. PROPOSAL CERTIFICATION FORM	17
XIX. CONTRACT (SAMPLE).....	18
ATTACHMENT 1 (KITCHEN INVENTORY LISTING).....	25

I. MINORITY AND WOMAN OWNED BUSINESS

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

II. PURPOSE OF PROPOSAL AND GENERAL INFORMATION

A. Purpose

Florence County, South Carolina is requesting proposals from qualified firms to provide Concession Operations Services at Lynches River County Park from May-September 2013. Florence County is seeking to enter into a contractual agreement with one firm to provide the services contained within this RFP.

B. General Information

While cost will be one of a number of considerations used in selecting a firm(s) for this project, the qualifications and competence of the firm will also be a major consideration in the selection process.

Florence County, and those contractors wishing to submit proposals under the guidelines of Florence County Parks and Recreation Department, will plan and conduct concession operations in accordance with the guidance contained in this RFP.

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

- A. Signing Proposals - The resulting contract from this solicitation must be executed in the name of the successful Contractor exactly as it appears in the proposal. Therefore, it is absolutely necessary that the proposer sign the proposal using the **correct and complete legal name**. Proposals must contain the signature of an authorized representative of the responding firm(s).
- B. Proposal Submission - Please submit one (1) original and three (3) copies of the proposal. All proposals shall be sealed and marked on the outside of the proposal package "RFP #13-12/13, Concession Operations at Lynches River County Park." Sealed proposals will be received no later than **3:00 p.m. EST, on Thursday, February 14, 2013**, at the Florence County Procurement

Department, Florence City-County Complex, Room B-5, 180 N. Irby Street - MSC-R, Florence, SC 29501

- C. This RFP and all addendums issued in accordance with this RFP will be posted on our website: www.florenceco.org under the public bids link. Each interested party is responsible for ensuring that all addendums (if any) issued by Florence County have been received before submitting a proposal.
- D. Proposals will not be accepted via fax machine or internet e-mail.
- E. Time is of the essence and any proposal that is received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the firm to ensure that the Procurement Department personnel receive their proposal before the proposal submission deadline; however, Florence County retains the right to request additional information from any firm at any time during the procurement process.
- E. Nothing herein is intended to exclude any responsibilities or in any way restrain or restrict competition. On the contrary, all qualifying firms/individuals are encouraged to submit proposals. Florence County reserves the right to waive any formalities, to reject any and/or all proposals, and to accept any proposal which in its opinion may be in the best interest of Florence County.
- F. Any proposal submitted MUST include the proposer's certification form which has been signed by an individual authorized to bind the offer. All proposals submitted without such signature may be deemed non-responsive.
- G. RFP Process: Firms are to submit written proposals which present the firm's qualifications and understanding of the work to be performed. The firm's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its proposal and qualifications for the project. Emphasis should be placed on completeness of services offered and clarity of content. **The written responses should be limited to two (2) pages.**
- H. Propriety Information: Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to the public disclosure under the Freedom of Information Act. However, the bidder, offeror, or contractor must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data on other materials to be protected and state the reasons why protection is necessary.
- I. Incurring Cost: Florence County is not liable for any cost incurred prior to the execution of the contract.
- K. Termination: Florence County may terminate the contract with cause upon a fifteen (15) day written notice.
- L. Disqualifications: Florence County reserves the right to disqualify any firm upon convincing evidence of collusion with intent to defraud or to commit any other

illegal practices on the part of the firm. Failure to comply with applicable state laws concerning insurance or bonding may also be grounds for disqualification. Florence County reserves the right to reject any and/or all proposals.

M. Inquiries: Questions concerning this RFP should be directed to:

Patrick Fletcher, Procurement Director
Florence City-County Complex
180 N. Irby Street MSC-R
Florence, SC 29501
Phone (843) 665-3018
Fax (843) 664-9668
E-mail: pfletcher@florenceco.org

All questions pertaining to this RFP must be submitted in writing no later than 5:00 p.m. (EST) Tuesday, February 12, 2013. Only written questions will be considered formal. All questions will be answered in an addendum to the RFP. FAX and e-mail messages will be treated as written questions.

IV. SCOPE OF WORK

The selected firm will furnish, at a minimum, the following services:

A. Operation of a concession stand at Lynches River County Park Splash Pad for the following dates and hours of operation:

1. May 4 through May 26 -- Saturdays (11 A.M. until 6 P.M.) and Sundays (1 P.M. until 6 P.M.).
2. May 31 through August 18 --6 days of operation (may vary based weather conditions and facility maintenance). The hours of operation are Tuesday through Saturday (11 A.M. until 6 P.M.) and Sundays (1 P.M. until 6 P.M.).
3. August 24 through September 1 -- Saturdays (11 A.M. until 6 P.M.) and Sundays (1 P.M. until 6 P.M.).
4. Holiday operation includes Monday, May 27 (Memorial Day); Thursday, July 4 (Independence Day) and Monday, September 2 (Labor Day) from 11 A.M. until 6 P.M.

B. Florence County reserves the right to monitor all concession prices to prevent patrons from being overcharged for concessions items. The Contractor will submit a list of items and prices to be reviewed and approved by the Parks Superintendent or his designee.

C. Contractor should prepare, serve and sell to the public, food and beverage items in accordance with the terms and conditions of this Agreement.

D. It is the responsibility of the contractor to comply with applicable local, state and federal laws, codes, regulations and ordinances (i.e. DHEC).

E. Contractor will submit monthly sales and revenue reports to the Parks Superintendent for review no later than the 15th day of each following month.

V. REQUIREMENTS OF PROPOSALS

A. Three local references: commercial, private, governmental, or a combination of any of these. Include the contact person's name and telephone number.

B. The Florence County Parks and Recreation Department (FCPRD) will charge a minimum annual fee of \$1,200.00 per year (\$300.00 per month) for concession services. All monthly payments are due no later than the 15th day of each following month. Any monthly payment not paid when due shall be levied a late fee of ten percent (10%) of the rental amount per day from the due date to the date payment is received by FCPRD. The Contractor is required to pay a \$1,200.00 security bond at the contract signing to ensure that the concessions area and equipment rented are left in the manner in which they were found. Any Florence County owned equipment that is not repaired will result in the forfeiture of the security bond. Monthly inspections will be done by FCPRD. The removal of any equipment from the facility shall result in the forfeiture of the security bond plus any additional costs for the removed and non-returned items. If any payments are not paid, Florence County reserves the right to keep the security bond.

Contractor is responsible for paying all South Carolina Department of Revenue taxes and sending all required paperwork to SCDOR in a timely manner. Payment records must remain on file for FCPRD inspection.

If your firm proposes to submit higher fees or an additional percentage of the gross revenue, please indicate this in your proposal.

C. Contractor agrees to maintain a General Liability insurance policy in the amount of at least one million dollars (\$1,000,000.00) per occurrence and shall name Florence County as an additional insured, covering all risks of loss or damage to persons or property arising out of the use of the above listed facilities, regardless of fault. Contractor agrees to obtain/provide a Florence County business license and, obtain a current food service certificate by the Department of Health and Environmental Control with an "A" rating. The Contractor shall provide proof of Worker's Compensation insurance on the contractor's employees as required by South Carolina law; the failure to do so shall constitute default. All of these items must be purchased at the Contractor's expense.

D. Indicate the contractual entity that will be responsible for performance of all aspects of this contract. Provide the name of the firm, address, contact person(s), email address(es), cell phone number(s), and 24 hour telephone number(s).

- E. Provide information which best illustrates your company's qualifications and capabilities for handling the needs presented by FCRPD. Include descriptions and information related to similar contracts held within the past five years.
- F. Contractor Question Responses – The responses given by the proposer to the three questions listed below will be evaluated during the selection process.
 - 1. How will your services be unique when compared to those of your competitors?
 - 2. What will be your policy for providing courteous and trained staff onsite during your hours of operation?
 - 3. Please provide a list of items that will be sold and your proposed sale price for each of those items.

VI. PROCEDURES FOR SUBMITTING PROPOSALS

- A. Firms responding to this RFP must be available for presentations or interviews.
- B. The contents of the proposal from the successful firm may become part of any subsequent contractual obligation.

VII. TERMS AND CONDITIONS

General

- A. Florence County reserves the right to accept or reject any or all proposals.
- B. The Contractor shall have appropriate personnel available for the operation of the concession stands in order to provide reasonable and adequate service at all times called for by the schedule of hours as stipulated in this agreement. The Parks Superintendent, or his designee, reserves the right to have the Contractor add additional staff at the Contractor's sole expense. The Parks Superintendent, or his designee, will review from time to time the contractor's staffing levels to determine if patron demand is being met efficiently. If not, the Contractor will be required to increase its staff as specified by FCPRD. Florence County reserves the right to remove any personnel that is uncooperative, irresponsible, or reflects poorly on Florence County.
- C. The Contractor is authorized, for the term of this agreement, to sell in Lynches River County Park-owned concession stand only those foods, beverages and miscellaneous items such as -- but not limited to -- sundry items, novelties and

candy of the best quality approved for sale by the Parks Superintendent or his designee.

- D. No alcoholic beverages or tobacco products will be allowed for sale.
- E. The pricing of each food, beverage or miscellaneous item specified herein is to remain firm for a one-year period with two optional one-year renewal periods. The pricing must stay within the local market pricing.
- F. It is the Contractor's responsibility to provide the following items:
 - 1) Goods storage. No county-owned facilities will be provided for the storage of items during the off-days in between regular days of operation.
 - 2) Ice. The county owned ice machine will be shared with the vendor. It is the responsibility of the contractor to maintain the ice machine.
 - 3) Kitchen Equipment owned by Florence County is available if needed. Please refer to the list attached to this RFP.ⁱ
 - 4) Contact person for notification of any cancellations and/or rescheduled events.
 - 5) To keep the concessions up to "A" standards of the Department of Health and Environmental Control, and any other interested regulatory agency, throughout the entire contracted period.
- G. The Contractor is responsible for pick-up and proper disposal of all trash produced as a result of their operations within fifty (50) feet of the concession stand as well as cleanliness of all picnic tables and eating areas.
- H. Due to weather and/or unseen circumstances, some days may be canceled. In the event of a cancellation, Florence County will notify the Contractor's point of contact ahead of time, if at all possible. In the event that notification is not possible, the Contractor is still required to report at the designated time. Any cost incurred to the Contractor due to a cancellation is not the responsibility of the Florence County.
- I. Florence County will provide water and electricity. Any cost incurred to the Contractor for the failure of water, electricity, or HVAC units is not the responsibility of Florence County. Florence County shall provide, at the County's expense, only those structural repairs not necessitated by the negligence of the Contractor for the concession stands and normal utilities consumed in the operation thereof by the Contractor. The Contractor shall be responsible for the general appearance, maintenance, upkeep, and regular cleaning of the concession stands, equipment and the immediate grounds. The Contractor shall maintain the concession stand and the immediate grounds in a clean and neat

manner at the Contractor's sole expense. A maintenance schedule for equipment will be provided, as well as a yearly pre-inspection and post inspection, of all equipment that is owned by Florence County. The penalty for not completing all required maintenance will be loss of the security bond and any other costs to replace or repair equipment or buildings.

- J. Monitored portable grills are acceptable if used in accordance with law as long as they are approved by the Parks Superintendent or his designee.
- K. On special occasions and/or larger than usual events, other subcontractors approved by the Contractor may be allowed to set up in the park as well. Florence County reserves the right to approve any other concession or additional product vendor space within the park. Any subcontractor for concessions or another product must meet all requirements set forth under Requirements for Proposal Section C & D.
- L. There will not be an orientation provided by the County.
- M. The Contractor shall provide proof of Worker's Compensation insurance on the Contractor's employees as required by South Carolina law, and the failure to do so shall constitute default hereunder.
- N. FCPRD will patrol coolers entering the Splash Pad during the hours that Florence County is operating an admission gate.
- O. This Request for Proposal (RFP) and any addendums is part of the contract.

VIII. SELECTION PROCESS

- A. General – The FCPRD will evaluate all qualifying proposals. All requirements in this RFP should be satisfied to ensure that your proposal will qualify for consideration. Florence County desires to receive only proposals from firms who can demonstrate those qualifications specified in this RFP.
- B. Proposer References – Current and previous clients of each firm that submits a proposal may be approached with specific questions regarding performance. Responses to these questions will be used as part of the evaluation process.
- C. Proposal Evaluation Criteria- The following criteria will be used to evaluate all proposals. The order in which these criteria are listed is not intended to imply any ranking of importance.
 - 1. Qualifications of submitting firm(s). **20 pts.**
 - 2. Demonstrated ability to provide the product and services required by the County. **30 pts.**
 - 3. Responses to questions in the RFP. **25 pts.**

4. Payment to FCPRD in addition to the minimum annual fee of \$1,200.00 per year (\$300.00 per month) for concession services or an additional percentage of the gross revenue.

25 pts.

Total 100 pts.

- D. Notification of award will be in writing by the Florence County Procurement Office. Upon notification, the Contractor shall submit to the Procurement Office all required insurance certificates and other documentation as may be requested, or required, under these terms. Upon their receipt and subsequent approval, the FCPRD Director will forward the Contractor a written **NOTICE TO PROCEED**. Work shall NOT be started until such Notice to Proceed is received by the contractor. Florence County is not liable for any costs incurred by proposers prior to the issuance of a Notice to Proceed.

The award will be made to the Contractor(s) who submits the proposal that is in the **best interest** of Florence County. Such evaluations will include the relevant experience of the Contractor, the capability of the Contractor, the costs, fees and any other factors deemed by Florence County to be in the best interest of the County.

Florence County reserves the right to reject any or all proposals at its sole discretion or to waive any specific irregularities or formalities in order to accept a proposal deemed to be in the best interest of the County.

Florence County reserves the right, and the Procurement Department has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by Florence County.

Florence County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

Florence County shall have a period of ninety (90) days after the opening of the proposals in which to award the contract.

IX. GOVERNING LAW

This Agreement shall be construed under, and in accordance with, the laws of the State of South Carolina. Florence County and Contractor hereby consent that venue of any action brought under this Agreement shall be in Florence County, South Carolina. Florence County and Contractor waive their right to jury trial in all actions against each other.

X. TERM OF CONTRACT

It is the intent of Florence County to enter into a four (4) month contract with the option to extend the contract for one (1) additional month period upon mutual agreement of both parties.

The consultant awarded this contract shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. Florence County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to Florence County, or its designees, for purposes of inspection, reproduction and audit without restriction.

This contract shall begin on May 1, 2013 and expire on September 3, 2013, but may be reviewed for renewal prior to expiration. Final decision determining continuation, cancellation and scheduling of programs involving concession shall be that of the Director of FCPRD based upon the policies and procedures governing the use of County facilities and upon evaluation of the quality of the concession program after reviewing recommendations from the Parks Superintendent.

XI. MISCELLANEOUS

- A. Counterparts - This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, this Agreement may contain more than one counterpart of the signature page(s), all of which may be attached to one copy of this Agreement to constitute the entire executed Agreement. Facsimile or photocopies of the executed Agreement may be relied upon as if the original.
- B. Severability - Should a court of competent jurisdiction declare this Agreement void in any provision, then all remaining provisions shall remain in full force and effect.
- C. Sole Agreement - This document shall constitute the sole agreement of these parties and shall not be modified unless reduced to writing and signed with the same formality as this Agreement.

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 FCPRD, 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 FCPRD, 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, FCPRD, 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 FCPRD 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, FCPRD, 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 and FCPRD against all costs, including attorney's fees, arising out of the Contractor's use of this property and these premises.

XIII. TAXES

State Tax: Florence County is liable for South Carolina sales and use taxes.

XIV. 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.

XV. 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 Recreation Director.

XVI. 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.

XVII. 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 officers, partners, owners, 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, owners, 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: _____

XVIII. 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 officer, 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)

XIX. CONTRACT AGREEMENT NO. 13-12/13 (SAMPLE)

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this _____ day of _____, 2012 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. 13-12/13, 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. 13-12/13 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 Recreation Department 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 COMPENSATION AND PAYMENT TERMS

- 4.1 Payment will be made to the Florence County Parks & Recreation Department as stated in the County's Request for Proposal No. 13-12/13.
- 4.2 Invoices will be generated to the Contractor on a monthly or yearly basis. Payment to Florence County shall be made no later than thirty (30) days from the receipt of the invoice.

**ARTICLE 5
TERM OF AGREEMENT**

- 5.1 The County hereby contracts with Contractor to provide those services specified herein for a period of four (4) months with the option to extend the contract for one (1) additional month period upon mutual agreement of both parties.
- 5.2 This contract shall begin on May 1, 2013 and expire on September 3, 2013, but may be reviewed for renewal prior to expiration. Final decision determining continuation, cancellation and scheduling of programs involving concession shall be that of the Director of Florence County Parks and Recreation Department (FCPRD) based upon the policies and procedures governing the use of County facilities and upon evaluation of the quality of the concession program after reviewing recommendations from the Parks Superintendent.
- 5.3 Contractor expressly acknowledges that time is of the essence in completion of this Agreement and that the time limits and dates herein are critical components of the Agreement. Contractor warrants and represents that it has taken these facts into consideration and has determined that it can complete the work within these time limits, including time for likely delays caused by weather or from other sources. Contractors will not be compensated for any delays beyond the time set forth herein. Contractor's only remedy for delays may be an extension of time due to extraordinary circumstances only.

**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 Recreation 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. 13-12/13. 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
E-Mail: pfletcher@florenceco.org

To Contractor:

XXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
Telephone: xxxxxxx

- 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:

FOR CONTRACTOR:

Contractor Name

Federal Tax I.D.

No.: _____

FOR FLORENCE COUNTY:

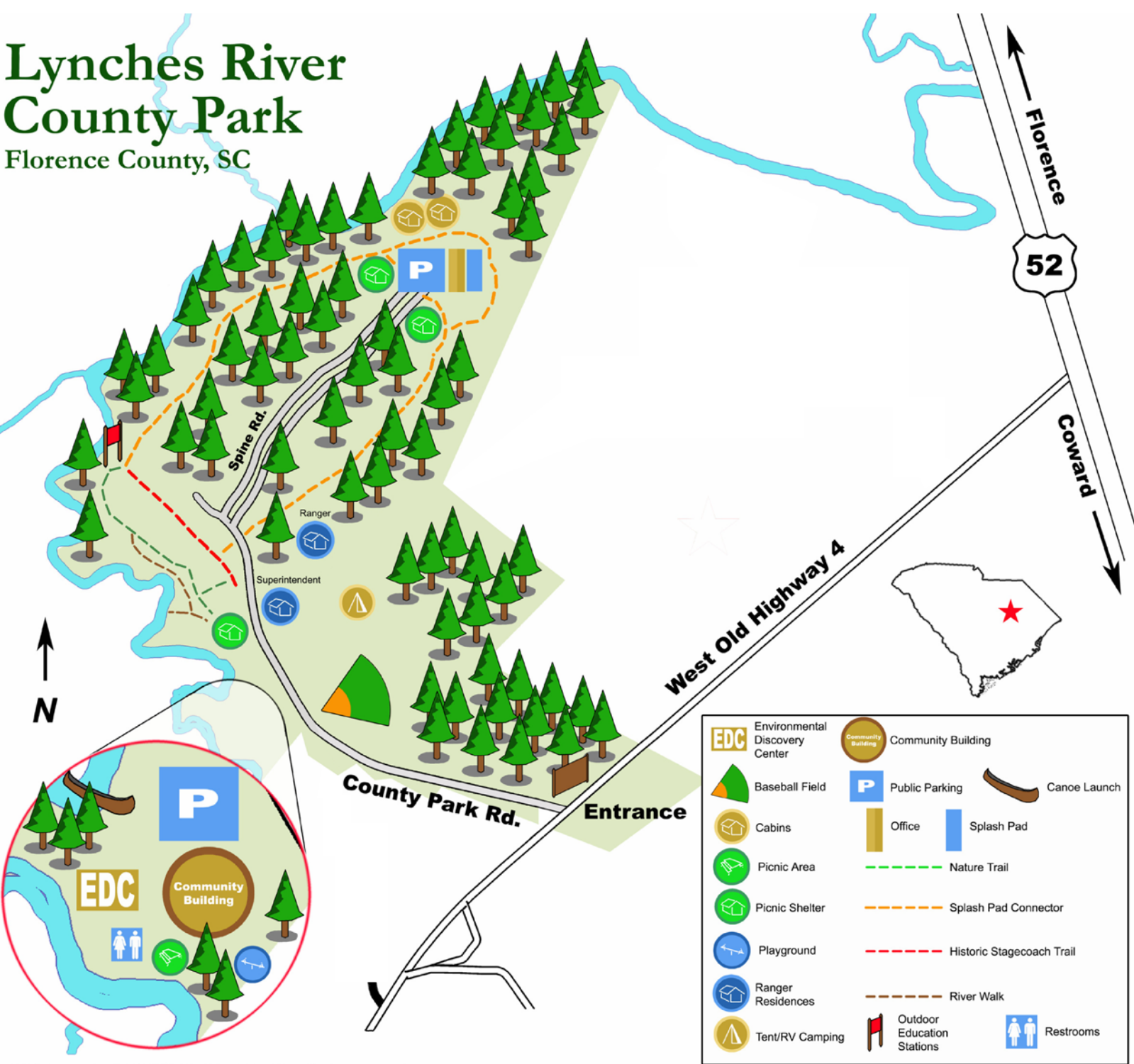
K.G. Rusty Smith, County Administrator

SPLASH PAD KITCHEN INVENTORY LISTING

- 1- Hand wash sink
- 1- Paper towel dispenser
- 2- Service counter top areas with storage shelves
- 1- Ansul R-102 Wet Chemical Fire Suppression System
- 1- Manitowoc ice machine
- 1- Service counter top with storage and built-in warmer
- 1- Ice cream freezer
- 1- Stainless steel triple sink
- 1- Stainless steel shelving
- 1- Small product display rack
- 1- Hobart refrigerator

Lynches River County Park

Florence County, SC



2009 Florence County GIS (JM) - Map intended for informational purposes only