



FLORENCE COUNTY
SOUTH CAROLINA

INVITATION-TO-BID NO. 17-12/13

ASHPHALT PAVING – LAKE CITY, SC

BID OPENING: APRIL 30, 2013 AT 3:00 P.M.

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**COUNTY OF FLORENCE, SOUTH CAROLINA
INVITATION-TO-BID #17-12/13**

Written sealed bids for asphalt paving on Winners Circle, Derby Lane, and Belmont Lane in Lake City, SC will be received by the Florence County Procurement Office until Tuesday, April 30, 2013 at 2:45 p.m. (ET). The sealed bids will then be opened in the Florence County Council Chamber located at the City-County Complex, 180 N. Irby Street, Room 803, Florence, South Carolina at 3:00 p.m. (ET) Tuesday, April 30, 2013. At that time and place, sealed bids will be publicly opened and bids read aloud.

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

Florence County Procurement Office
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 address above no later than 2:45 p.m. (ET) on Tuesday, April 30, 2013 and submitted in a sealed envelope and clearly marked as follows:

"Bid No. 17-12/13 – "Asphalt Repaving- Lake City"

Sealed bids MUST be in the actual possession of the Florence County Procurement Office on or before the exact time and date indicated above. Bids received after the published time and date will not be opened and will 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 one sixty (60) calendar 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 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.

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 bid.

BID SPECIFICATIONS/SCOPE OF WORK

Resurfacing – Hot Laid Asphalt Concrete Surface Course

Breakdown Price by Roads Listed

Road Name: Winners Circle, Lake City, SC

County: Florence County
Total Length: 3,120 Feet
Total Width: 22 Feet
Total Tons: 600

Road Name: Derby Lane, Lake City, SC

County: Florence County
Total Length: 520 Feet
Total Width: 22 Feet
Total Tons: 120
Bids must include all applicable tax and fees

Road Name: Belmont Lane, Lake City SC

County: Florence County
Total Length: 490 Feet
Total Width: 22 Feet
Total Tons: 120

Bids must include all applicable tax and fees

Place extension rings on existing manhole covers and valve boxes to equal asphalt finish grade.

Copies of all asphalt weight tickets must be turned over to Florence County on site.

Repairs will be paid for by square yardage. Areas to be repaired will be marked by Florence County. Remove damaged asphalt and 6" of base material. Add compacted stone and level to existing asphalt grade.

Any changes or discrepancies must be brought to the attention of Florence County before resurfacing begins. Any changes to the quantities must be approved in writing by Florence County.

Payment to contractor will be based on tons of asphalt and area of repairs listed in the contract. Bid award will be based on the total price for all sites (if applicable) as one (1) entity.

Asphalt shall be SCDOT Type B. Use 165 lbs./sy.

Tack coat required by Florence County.

All required shoulder clipping, brooming and clean up included in Bid.

Site location map and drawing included. (See Attachment 1)

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 sixty (60) calendar days after the actual date of the opening thereof or as provided for the 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 bid shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid.
- c) All information requested of the bidder shall be entered in the appropriate spaces on the provided forms. If additional space is required, attach additional pages as needed within the sealed bid response.
- d) Bidders mailing their bid must allow a sufficient mail delivery period to insure timely receipt of their bid. Florence County is not responsible for bids delayed by mail and/or delivery services of any nature. It is the bidder's sole responsibility to insure that all documents are received by person (or office) at the time indicated in the bid document. No facsimile or email submissions.
- e) Bidders must clearly mark as "Confidential" each part of their offer which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. Florence County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against Florence County or his agents for its determination in this regard.
- f) All information shall be entered in ink or typewritten.
- g) All proposed costs shall be for all licenses, permits, taxes, labor, material, transportation, equipment and any other components/services that are required to complete the work embraced herein this Invitation-To-Bid document.
- h) If applicable, each bidder shall show the names, address and license number of any 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 sheet which will be enclosed in the sealed bid.

- i) All addendums in association with this invitation to bid may be obtained from the Florence County Procurement Office located at the City-County Complex, 180 N. Irby Street; Room B-5, Florence, SC 29501, by calling telephone number (843) 665-3018 or by visiting the Florence County public bids web page at the following link for 17-12/13: <http://www.florenceco.org/offices/procurement/bids/>.
- j) Each bidder shall acknowledge receipt of all addendum(s) by its submission of a bid. It shall be each bidder's responsibility to assure that all addendum(s) have been received. No claim for failure to receive addendum(s) will be considered.
- k) 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 thirty (30) calendar days after he has received "Notice of Award", shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid. Forfeiture of guaranty under this section may result

in the bidder being subjected to Debarment or Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.

7) TERM OF CONTRACT AND CONTRACT DOCUMENTS:

a) The contract documents that will form the contract shall include:

The Complete Solicitation Document
All Addendum(s)
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 of their respective officers, directors employees or agents. Such liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract. Florence County must be listed as additional insured. The certificate must allow a minimum of a 30 day written notice of cancellation. Bidder shall provide a Certificate of Insurance to the Florence County Procurement offices prior to start of work.

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 were based on incomplete information as to the nature and character of the sites and of the work involved.

11) INTERPRETATIONS OF SPECIFICATIONS:

a) No binding interpretation of the meaning of the documents or any questions relating to the bid will be made to any bidder orally prior to the receipt of bids. Any request for such interpretation or questions shall be made in writing via e-mail the Florence County Procurement Director (pfletcher@florenceco.org) or his designee. To be given consideration, such requests must be received at least seven (7) calendar days prior to the scheduled date for opening sealed bids. Any such interpretations or supplemental instructions will be issued in the form of addendum(s) 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 addendum(s) 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 bid.

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

2) GENERAL TERMS:

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

3) SPECIFIC TERMS:

- a) Materials 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 Bid. Such personnel shall not be deemed to be employees of the County nor shall they or any of them have or is deemed to have any direct contractual relationship with the County. The County shall not be responsible for withholding taxes with respect to the Bidder's compensation hereunder. Bidder shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except County shall make payment to Bidder for services as herein provided. Bidder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Bidder shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. State or Federal governments, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law. The County shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Bidder or his employees, agents, and servants by reason of this contract. The Bidder will carry liability insurance relative to any service that he performs for the County. A certificate of insurance must be submitted to the procurement office prior to services performed, with the requested coverage and limits per the County, with Florence County listed as additional insured.
- 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 sixty (60)
- u) calendar days from the date the bids are opened, and no bid shall be received nor shall any bidder be allowed to withdraw a bid after the opening hour commences.
- v) Brand names and numbers, when used, are for reference only to indicate character or quality desired and do not indicate a preference. Equal items will be considered; equal items shall state the brand name or quality; and Florence County's determination of what shall constitute equality shall be final and conclusive.
- w) S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

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 provide 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:

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)

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. 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 REQUIREMENT.** Failure of the Contractor to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of this deposit.

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

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

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:

(3) Option A:

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

(4) Option B:

For all Contractors not meeting the criteria of "Option A" above, a deposit in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This deposit shall take the form of a certified check, or a cashier's check deposited with the County. **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.

SPECIAL CONDITIONS

GENERAL:

- (a) Work covered by the Contract Documents consists of improvements as described in the specifications and drawings, and as specified herein.
- (b) All Bids shall include all permits, labor, materials, transportation, equipment, services, applicable taxes and other direct or indirect cost necessary for a complete and acceptable job in compliance with the Documents and Specifications contained herein.

CONTRACT DOCUMENTS:

- (a) Documents covering the work under this project consist of the following items:
 - 1) Contract Documents:
 - 1. Invitation-To-Bid
 - 2. Drawings and Specifications, if applicable
 - 3. Instructions to Responders
 - 4. Vendor Agreements
 - 5. Bid Form
 - 6. Sample Bid Bond
 - 7. Sample Performance and Payment Bond
 - 8. Special Conditions
 - 2) All Documents: All documents and specifications are a part of this Contract and the requirements of each part shall apply to the entire Project as may be applicable.

SPECIAL PROVISIONS:

- (a) The following special Provisions shall be a part of this Contract:
 - 1) Any areas on or adjacent to the work site disturbed during the course of work shall be restored to present or better condition.
 - 2) All chemicals used during Project construction or furnished for Project operation, whether herbicide, pesticide, disinfectant, Polymers, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in conformance with instructions and these specifications.
 - 3) Safety and Health Regulations:
 - i. The Contractor shall comply with the Department of Labor Safety and Health Regulations for Contractors Promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
 - 4) Protection of Property:
 - i. The operations of the Contractor shall be conducted with full consideration of all the proper and legal rights of the Owner, and of adjacent Property owners and the Public, and with the least possible amount of inconvenience to them. Contractor shall coordinate all construction activities and schedules with Owner as necessary.
 - 5) Contractor's Liability/Worker's Compensation Insurance:
 - i. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of South Carolina such insurance as prescribed by

Florence County Code. Coverage shall be written with \$1,000,000 per occurrence and \$1,000,000 per person basis and shall be maintained without interruption from date of commencement of the Project until date of final payment and termination of any coverage required to be maintained after final payment. Florence County must be listed as additional insured on the certificate of insurance. The County requires a thirty (30) day written cancellation notice of insurance coverage.

- ii. Certificates of Insurance, in the format prescribed by Florence County Code, must be filed with the Owner **prior** to the execution of a contract and commencement of the Project.

6) Drug Free Workplace Act:

- i. The Contractor is responsible for initiating, maintaining and supervising all drug-free programs in connection with the performance of the Contract.
- ii. The drug-free programs shall conform to Title 44, Chapter 107, Section 44-107-10 through 44-107-90 of the South Carolina Code of Laws.

7) Underground Utilities:

- i. Sewer and water mains/services, telephone lines, power lines and cables may be encountered and should be anticipated along roadways and rights-of-ways. The Contractor shall contact representatives of all utilities to determine the exact locations of all existing facilities and underground utilities and shall make every effort to avoid damage to such.

8) Codes and Standards:

- i. Wherever reference is made to codes, standard specifications and regulations, or in the attached documents and specifications, included but not limited to National Electric codes, Federal Specifications, ASTM, AWWA, ANSI specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda and revisions in effect on the date of these Contract Documents.

9) Work Schedule:

- i. The Contractor shall submit to the Owner a construction schedule of proposed work sequence, target dates and activities, etc. This work schedule shall be completely coordinated with the Owner prior to initiation of any work on this project.

10) Illegal Immigration Reform Act

- ii. The successful bidder will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of the South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-contractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files a false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined with

- the discretion of the court of imprisoned for not more than five years, or both”. Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.
- iii. In the event any contractor, subcontractor, and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act (hereinafter “The Act”), the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-contractor’s failure to comply with the Act.

SPECIAL ATTENTION FOR BIDDERS:

a) Submittal of Bids:

- 1) Bidders are directed to pay special attention to the following items. Failure to conform to the following will result in your bid being considered non-responsive and removed from further consideration:
 - i. One (1) copy of the bid and supporting documentation as prescribed by the mandatory minimum requirements needs to be submitted with the accompanying Bid Form.
 - ii. A responsible agent of the bidder must sign the bid.
 - iii. The bidder **SHALL ACKNOWLEDGE** by its submission of a bid receipt of any and all Addendum that may have been issued.
 - a. Bid Surety in the form of either a Certified Check in the amount of five percent (5%) of the proposed total price or a Bid Bond.
 - b. In lieu of Bid Surety, the responder can provide a certificate stating that the entity has been in the commercial contracting business for at least five (5) years and has never filed for or been forced into bankruptcy.

b) Taxes:


- 1) It is to be noted that all applicable taxes are to be included in the proposed contract prices for all work, services and/or equipment that may be required.
- 2) It is the responsibility of the contractor to pay all required taxes.

c) Permits, Inspections and Testing:

- 1) It will be the responsibility of the contractor to obtain and pay for all necessary permits, licenses, clearances, inspections or testing etc. that may be required by the scope of this project.

d) Intent of Specifications:

- 1) These specifications may specify and show materials deemed most suitable for the service anticipated. However, this is not done to eliminate other products equally as good and efficient. The contractor shall prepare its bid on the basis of the particular materials specified. The awarding of the contract shall constitute the contractor’s contractual obligation to furnish the specified materials or Owner pre-approved equal materials.

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 NO. 17-12/13 ASPHALT PAVING ON WINNERS CIRCLE, DERBY LANE, AND BELMONT LANE IN LAKE CITY, SC	HAND CARRY TO: Procurement Office, Room B-5 City-County Complex, 180 N. Irby Street Florence, South Carolina 29501	
Bids will be accepted at the Procurement Office until Tuesday, April 30, 2013 at 2:45 p.m. (ET)	TELEPHONE NO. (843) 665-3018 E-MAIL ADDRESS: pfletcher@florenceco.org	
Then Publicly Opened at the County Council Chamber located at the City-County Complex, 180 N. Irby Street, Room 803, Florence, South Carolina at 3:00 p.m. (ET) Tuesday, April 30, 2013	PLEASE SUBMIT ALL REQUIRED PAPERWORK WITH YOUR BID!	

NAME: _____

D/B/A IF PPLICABLE: _____

MAILING ADDRESS: _____

LEGAL COMPANY

PHYSICAL ADDRESS: _____

CITY-STATE-ZIP: _____

TELEPHONE NO: _____ **FAX NO:** _____

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

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

BID PRICE FOR EACH ROAD

Road Name: Winners Circle

County: Florence County

Total Length: 3,120 Feet

Total Width: 22 Feet

Total Tons: 600

Bids must include all applicable tax and fees

Price per Ton Total Price

Road Name: Derby Lane

County: Florence County

Total Length: 520 Feet

Total Width: 22 Feet

Total Tons: 120

Bids must include all applicable tax and fees

Price per Ton Total Price

Road Name: Belmont Lane

County: Florence County

Total Length: 490 Feet

Total Width: 22 Feet

Total Tons: 120

Bids must include all applicable tax and fees

Price per Ton Total Price

TOTAL BID PRICE

\$ _____

Total Bid Amount in Words

The contractor has sixty (60) calendar days from the date of permitting to complete the project.

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

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

All pricing is firm and will remain firm for at least sixty (60) 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 Bidder declares that he has read, understands, and accepts the Vendor Agreements and Instructions to Responders which are part of the bid documents.

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

