



**REQUESTS FOR PROPOSALS
LAKE CITY TRAIN DEPOT BUILDING
FOUNDATION STABLIZATION
FLORENCE COUNTY, SOUTH CAROLINA
RFP# 26-14/15**

NON-MANDATORY PRE-PROPOSAL SITE MEETING: 10:00 a.m. on Monday, April 13, 2015

SUBMISSION DEADLINE IS 3:00 p.m. (EST) on Thursday, April 30, 2015

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**REQUESTS FOR PROPOSALS LAKE CITY TRAIN DEPOT BUILDING FOUNDATION STABILIZATION
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Florence County is accepting proposals from general contractors for foundation stabilization of the Lake City Train Depot Building according to the requirements of the solicitation contained herein.

A non-mandatory pre-proposal site meeting will be held on Monday, April 13, 2015 at 10:00 a.m. at 144 S. Acline St., Lake City, South Carolina.

PROPOSAL SUBMITTALS must be received no later than 3:00 p.m. (EST) on Thursday, April 30, 2015 to the address below in a sealed envelope. Submittals shall contain four (4) copies of the information requested. Submittals received after the deadline will not be opened. Facsimile or e-mail submittals will not be accepted. All submittals should be sent to:

MAILED TO:

Florence County Procurement
Attn: Patrick D. Fletcher
180 N. Irby Street, MSC-R
Florence, South Carolina 29501

HAND-CARRIED TO:

Florence County Procurement
Attn: Patrick D. Fletcher
180 N. Irby Street, Room B-5
Florence, South Carolina 29501

Offerors mailing proposals should allow sufficient mailing time to ensure timely receipt. The County is not responsible for proposals delayed by mail and/or delivery services of any nature. Proposals received after the set time for closing will be returned unopened.

Proposals must be made in the official name of the firm or the 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 proposals. Proposals must be valid for a minimum of one hundred twenty (120) calendar days.

Upon receipt by the County, the proposal shall become the property of the County, without compensation to the offeror, for disposition or usage by the County at its discretion. The County shall have the sole discretion in evaluating both the proposals and the qualifications of the offerors. The County reserves the right to reject any and all proposals and is not bound to accept any proposals, if the proposals acceptance is contrary to the best interest of the County. The particulars of any proposals will remain confidential until a contract is signed with the successful offeror(s).

Florence County reserves the right to engage in discussions with any or all responsible responders who submit proposals for the purpose of clarification to assure full understanding of and responsiveness to this request.

This request for proposals does not commit Florence County to award a contract, to pay any cost incurred in the preparation of proposals or to procure or contract for the articles of goods or 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 offerors, or to cancel in part or in its entirety this solicitation, if it is in the best interest of the County to do so.

Any written questions should be e-mailed to pfletcher@florenceco.org. Work must be performed within ninety (90) days after the issuance of the notice to proceed.

DEADLINE FOR WRITTEN QUESTIONS IS 5:00 p.m. on Friday, April 24, 2015.

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PROJECT DESCRIPTION

The Lake City Train Depot Building is a single story brick masonry structure with a wood framed warehouse extending to the rear of the structure. The existing single story brick masonry portion currently operates as office space for the Lake City Chamber of Commerce while the warehouse portion is utilized as a restaurant. The existing warehouse area is supported on brick masonry piers that are showing signs of significant deterioration. The project consists of furnishing all necessary engineering and design services, supervision, labor, tools, materials, and equipment to perform all work necessary to install a helical pier system or approved equivalent to stabilize the existing brick masonry piers. All stabilization approaches shall be developed by the submitting contractor and designs shall bear the seal and signature of a professional engineer registered in the state of South Carolina. The project area will be defined as the rear portion of the facility under the restaurant where the exposed brick masonry pier foundations are located.

SPECIFICATIONS/SCOPE OF WORK

GENERAL

1.0 Quality Assurance

- 1.0.1 These Contractors shall have satisfied the certification requirements relative to the technical aspects of the product and installation procedures as therein specified. Certification documents shall be provided upon request to the Owner or their representative.
- 1.0.2 The Contractor shall employ an adequate number of skilled workers who are familiar with the specified requirements and methods needed for proper performance of the work.
- 1.0.3 All Helical Piles (or an approved equivalent) shall be installed in the presence of a designated representative of the Owner unless said representative informs the Contractor otherwise. The designated representative shall have the right of access to any and all field installation records and test reports.
- 1.0.4 A lifetime warranty must be provided by the Contractor on materials and workmanship of the product. Any additional warranty provided by the Contractor shall be issued as an addendum to this specification.

1.1 Design Criteria

Plans and calculations for the layout and installation of Helical Piles (or an approved equivalent) shall be provided by the contractor, and designed as necessary to properly stabilize the Lake City Train Depot Building as well as adhere to any standards indicated within these specifications. The calculations and drawings required from the Contractor shall be submitted to the Owner for review and acceptance in accordance to Section 3.1 "Construction Submittals".

1.2 Ground Conditions

It will be the Contractor's responsibility to obtain any Geotechnical data deemed necessary for the completion of this project.

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2.0 Referenced Codes and Standards

Standards listed by reference, including revisions by issuing authority, form a part of this specification section to the extent indicated. Standards listed are identified by issuing authority, authority abbreviation, designation number, title, or other designation established by issuing authority. Standards subsequently referenced herein are referred to by issuing authority abbreviation and standard designation. In case of conflict, the particular requirements of this specification shall prevail. The latest publication as of the issue of this specification shall govern, unless indicated otherwise.

2.1 American Society for Testing and Materials (ASTM):

- 2.1.1 ASTM A29/A29M Steel Bars, Carbon and Alloy, Hot Wrought and Cold Finished.
- 2.1.2 ASTM A36/A36M Structural Steel.
- 2.1.3 ASTM A53 Pipe, Steel, Black and Hot Dipped, Zinc Coated Welded and Seamless.
- 2.1.4 ASTM A123 Hot Dip Galvanized Coatings on Iron and Steel Products.
- 2.1.5 ASTM A307 Carbon Steel Bolts and Studs
- 2.1.6 ASTM A500 Grade C, Cold Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
- 2.1.7 ASTM 563 Carbon and Alloy Steel Nuts

2.2 American Welding Society (AWS):

- 2.2.1 AWS D1.1 Structural Welding Code – Steel

2.3 American Society of Civil Engineers (ASCE):

- 2.3.1 ASCE 20 96 Standard Guidelines for the Design and Installation of Pile Foundations.

3.0 SUBMITTALS

3.1 Construction Submittals

- 3.1.1 The Contractor shall prepare and submit to the Owner, for review and approval, working drawings and design calculations for the layout and installation of Helical Piles (or approved equivalent) intended for use at least 14 calendar days prior to planned start of construction (but note also Paragraph 3.1.5)
- 3.1.2 The Contractor shall submit a detailed description of the construction procedures proposed for use to the Owner for review. This shall also include a list of major equipment to be used.
- 3.1.3 The Working Drawings shall include the following:

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- 3.1.3.a Helical Pile (or an approved equivalent) number, location and pattern by assigned identification number
- 3.1.3.b Helical Pile (or an approved equivalent) design load
- 3.1.3.c Type and size of central steel shaft (if applicable)
- 3.1.3.d Helix configuration (number and diameter of helix plates) (if applicable)
- 3.1.3.e Minimum effective installation torque (if applicable)
- 3.1.3.f Minimum overall length
- 3.1.3.g Inclination of Helical Pile (or an approved equivalent)
- 3.1.3.h Helical Pile (or an approved equivalent) attachment to structure relative to grade beam, column pad, pile cap, etc.
- 3.1.4 The Contractor shall submit shop drawings for all components, including corrosion protection and pile top attachment to the Owner for review and approval. This includes Helical Pile lead/starter and extension section identification (manufacturer's catalog numbers).
- 3.1.5 Work shall not begin until all the submittals have been received and approved by the Owner. The Contractor shall allow the Owner a reasonable time to review, comment, and return the submittal package after a complete set has been received. All costs associated with incomplete or unacceptable submittals shall be the responsibility of the Contractor.

3.2 Installation Records of Helical Piles

The Contractor shall provide the Owner copies of installation records within 24 hours after the end of each phase. These installation records shall include, but are not limited to, the following information.

- 3.2.1 Name of project and Contractor
- 3.2.2 Name of Contractor's supervisor during installation
- 3.2.3 Date and time of installation
- 3.2.4 Name and model of installation equipment
- 3.2.5 Type of torque indicator used (if applicable)

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- 3.2.6 Actual Helical Pile (or an approved equivalent) type and configuration
- 3.2.7 Total length of installed Helical Pile (or an approved equivalent)
- 3.2.8 Inclination of Helical Pile (or an approved equivalent)
- 3.2.9 Comments pertaining to interruptions, obstructions, or other relevant information

3.3 Closeout Submittals

- 3.3.1 Warranty: Warranty documents specified herein
 - 3.3.1.a Project Warranty: Refer to Conditions of the Contract for project warranty provisions
 - 3.3.1.b Warranty Period: Lifetime warranty commencing on date of Substantial Completion.
 - 3.3.1.c Manufacturer's Warranty: Submit, for Owner's Acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights the Owner may have under Contract Document.

4.0 EXECUTION

4.1 Site Conditions

The Contractor shall verify that all Helical Piles (or an approved equivalent) may be installed in accordance with all pertinent codes and regulations regarding such items as underground obstructions, rights of way limitations, utilities, etc.

In the event of a discrepancy, the Contractor shall notify the Owner. The Contractor shall not proceed with installation in areas of discrepancies until said discrepancies have been resolved.

4.2 Installation Equipment

It will be the responsibility of the Contractor to obtain all necessary equipment for the installation of the supports.

- 4.2.1 Installation Equipment shall be rotary type, hydraulic power driven torque motor with clockwise and counter clockwise rotation capabilities. The torque motor shall be capable of continuous adjustment to revolutions per minute (RPM's) during installation. Percussion drilling equipment shall not be permitted. The torque motor shall have torque capacity 15% greater than the torsional strength rating of the central steel shaft to be installed.
- 4.2.2 The equipment shall be capable of continuous position adjustment to maintain proper Helical Pile (or approved equal) alignment.

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4.3 Helical Pile Installation Procedures

4.3.1 The Helical Pile installation technique shall be such that it is consistent with the geotechnical, logistical, environmental, and load carrying conditions of the project. It will be the responsibility of the Contractor to determine the necessary installation procedures prior to bidding.

MINIMUM MANDATORY REQUIREMENTS

The following minimum mandatory requirements shall be met and documented:

1. In business for at least the past five (5) years under the current business name without declaring bankruptcy.
2. Copy of Worker's Compensation and General Liability Insurance with Florence listed as additional insured supplied to the Procurement Office prior to contract execution or commencement of any work. (Must be provided prior to execution of a contract).
3. The successful vendor must be able to meet all Federal, State, and local regulations required for this project.

PROPOSAL SUBMISSION REQUIREMENTS

1. Identity of Proposer: Provide the name, address, phone number, email address and contact person of the entity submitting the proposal along with information on how long your company has been in business.
2. Experience: Provide at least two (2) similar projects in scope and size within the past seven (5) years with current references.
3. Project Manager Experience: The successful proposer must have a project manager with demonstrated competence in performing this type work.
4. Understanding of Scope: Provide a detailed description of the understanding of the required construction methodology and your company's approach to the project.
5. Cost: Provide a LUMP SUM cost for implementing the proposed foundation support system.
6. Submit all warranties for the proposed project.

CRITERIA FOR EVALUATION OF PROPOSALS

1. Demonstrated experience and qualifications of the project manager assigned to perform the work identified in this proposal. (20%)
2. Demonstrated experience and qualifications of the Proposer in dealing with similar projects of scope and size. (30%)
3. Demonstrated understanding of the project and abilities of the Proposer to successfully complete the expected scope of work. (30%)
4. Proposed cost. (15%)
5. Proposed Warranties. (5%)

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SELECTION PROCESS

The County intends to utilize a panel to review the proposals and rank according to the criteria values listed above. The County reserves the right to interview any and all proposers for clarification and/or as a final grading criteria for selection purposes. If the interviews will be utilized for final selection purposes, all participating proposers will be informed prior to the interviews.

GENERAL TERMS AND CONDITIONS

1) RECEIPT AND OPENING OF SEALED PROPOSALS:

- a) Sealed proposals will be received and opened as specified in this RFP document.
- b) The Owner will consider as non-responsive any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all proposals. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No responder may withdraw a proposal within 120 days after the actual date of the opening thereof or as provided for the in the RFP documents whichever is later.

2) PREPARATION OF PROPOSAL:

- a) All proposals will be evaluated in accordance with procedures and specifications contained herein and the Florence County Ordinance. The responsiveness to same determined in accordance to the instructions and criteria in this document. Any proposal not providing sufficient information and documentation to comply with the RFP Evaluation requirements will be considered non-responsive and removed from further consideration.
- b) A proposal shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- c) All information shall be in ink or typewritten.
- d) Four (4) copies of each proposal must be submitted in a sealed envelope with the RFP # for which the response is submitted. The submitted responder is required to have printed on the envelope or wrapping containing his proposal: responder business name and address, the proposal title, proposal number. If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope. Florence County shall not be responsible for unidentified proposals.
- e) Responders mailing their proposal must allow a sufficient mail delivery period to insure timely receipt of their proposal. Florence County is not responsible for proposals delayed by mail and/or delivery services of any nature. It is the responder's sole responsibility to insure that all documents are received by person (or office) at the time indicated in the proposal document. No facsimile or email submissions will be accepted.
- f) Responders must clearly mark as "Confidential" each part of their offer which they consider 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.
- g) Each responder shall acknowledge receipt of all addenda by its submission of a proposal. It shall be each responder's responsibility to assure that all addenda have been received. No claim for failure to receive addenda will be considered.

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3) RESPONDER QUALIFICATIONS:

To be acceptable to the Owner, responders must be skilled and/or licensed, if applicable, in the class of work on which they respond, and no proposal will be considered from any responder who is unable to show that he has actually performed considerable work of similar character to that on which he is responding.

4) EXECUTION OF CONTRACT:

The responder to whom an award is made shall deliver to the County a Certificate of Insurance prior to execution of the contract. The County's issuance of a purchase order shall serve as the official "Notice to Proceed". Responders failing to enter the proposed contract and/or provide the required Certificate of Insurance may be subject to Debarment and Suspension as prescribed in the Florence County Ordinance from future consideration for award of contracts.

5) PAYMENT AND PERFORMANCE BONDS: The selected contractor will be required to provide a payment and performance bond in the amount of 100% of the total contract amount. The bonds shall be provided upon verbal of award and prior to execution of the final contract.

6) TERM OF CONTRACT AND CONTRACT DOCUMENTS:

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

- The Complete Request for Proposals
- All Addenda
- The Successful Responder's Submitted Proposal Document
- Notice of Award (Verbal or Written)
- Executed Contract
- Purchase Order
- Insurance Certification

b) Proposals submitted must be in a form suitable for incorporation, verbatim, into the contract.

c) No written contract may be assigned, sublet, or transferred without the written consent of the County Administrator.

7) ORDER OF PRECEDENCE

In the event of inconsistent or conflicting provision of this request for proposals and referenced documents, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) General Terms and Conditions, (3) the Specifications, (4) Instructions to Responders and Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) Proposal Announcement/Advertisement.

8) INSURANCE AND BONDS:

The successful responder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the responder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted within ten (10) days after the County has provided a verbal notice of award and such coverage shall be maintained by the Responder for the duration of the contract period.

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a. General Liability

Coverage shall be broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products and Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit

\$50,000 Fire Damage Limit

\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Responder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC, Employers Liability, \$1,000,000.

d. Owners' and Contractors' Protective Liability (if applicable)

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. Professional Liability (if applicable)

Minimum limits are \$1,000,000 per occurrence.

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate.
2. Florence County shall be added as additional insured. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The responder's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

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5. All coverage for subcontractors of the responder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate and shall be subject to approval by the County. At the option of the County, either the insurer shall reduce or eliminate the deductible or self-insured retention; or the responder shall be required to procure a bond guaranteeing payment of losses and related claims expense.
7. Failure to comply with any reporting provisions of the policy shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission, or condition of premises which the parties may be held liable by reason of negligence.
9. The responder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certified coverage must be attached.

9) RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:

The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the proposal received from the successful responder.

10) LAW AND REGULATIONS:

- a) The responder'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 responder's attention is directed to the fact that all proposals will comply as prescribed under the most current Florence County Ordinance.

11) METHOD OF AWARD:

- a) Contracts will be awarded to the responder whose proposal appears to serve the best interest of the owner. The successful responder will be determined as prescribed herein this Document.
- b) Florence County reserves the right to accept or reject, in whole, in part, together or separately, any and all responses as appears in its judgment to be in the best interests of the County, or to waive any and all technicalities and informalities in determining the action of each proposal.

12) OBLIGATION OF RESPONDER:

- a) At the time of the opening of proposals, each responder will be presumed to have inspected the site, if applicable, and to have read and to be thoroughly familiar with the Documents (including all addenda). The failure or omission of any responder to examine any form, instruction or document shall in no way relieve any responder from any obligation in respect to this RFP.

B. VENDOR AGREEMENTS

1. STATEMENT OF RIGHTS

Florence County reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to

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respond to a request for additional information or clarification could result in rejection of that vendor's proposal. Florence County reserves the right to accept or reject any and all proposals, 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

Each responder by submitting a response to Florence County as a result of this RFP, 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 RFP 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) Any deviation from specifications in the proposal 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 responder will be held responsible therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this proposal shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and handling.
- b) 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 Ordinance and the offer as presented to the county on the date/time specified in the given solicitation.
- c) Florence County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- d) All vendors are informed that the Procurement Officer may exercise the County's option to extend the contract and/or purchase order under the provisions of County Ordinance should such extension be mutually agreeable between the County and the selected vendor.
- e) The Responder agrees to secure at Responder's own expense all personnel necessary to carry out Responder's obligations under this Proposal. Such personnel shall not be deemed to be employees of the County nor shall they or any of them have or is deemed to have any direct contractual relationship with the County. The County shall not be responsible for withholding taxes with respect to the Responder's compensation hereunder. Responder 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 Responder for services as herein provided. Responder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Responder 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 Responder or his employees, agents, and servants by reason of this contract.
- f) The responder 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.

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- g) The successful vendor shall indemnify and hold harmless 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.
- h) It is the responsibility of the prospective responder to review the entire request for proposals packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or responding procedures must be received by the Procurement Department not less than five (5) days prior to the time set for proposal opening. These requirements also apply to specifications or instructions that are ambiguous.
- i) 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.
- j) Florence County may terminate this agreement with or without cause at any time. In the event of termination by either party, uncontested fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.
- k) Unless specifically requested, submit four (4) copies of your response.
- l) All submittals become the property of Florence County.
- m) All proposals (and supporting documents) will be retained by Florence County for a period of ninety (90) days from the date the proposals are opened, and no proposal shall be received nor shall any responder be allowed to withdraw a proposal after the opening hour commences.
- n) S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this proposal, 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 responder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the responder 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.

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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 thirty thousand dollars (\$30,000.00), 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 thirty thousand dollars (\$30,000.00), 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.

**REQUESTS FOR PROPOSALS LAKE CITY TRAIN DEPOT BUILDING FOUNDATION STABILIZATION
FLORENCE COUNTY, SOUTH CAROLINA
RFP# 26-14/15**

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 thirty thousand dollars (\$30,000.00), 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 thirty thousand dollars (\$30,000.00), 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.

SITE PICTURES

**REQUESTS FOR PROPOSALS LAKE CITY TRAIN DEPOT BUILDING FOUNDATION STABILIZATION
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