



**FLORENCE COUNTY**  
**SOUTH CAROLINA**

**INVITATION-TO-BID NO. 30-14/15**

**RUBBER SURFACING AT EBENEZER PARK**

**PRE-BID MEETING: Tuesday, May 19, 2015 at 10:00 a.m.**

**BID OPENING: Thursday, May 28, 2015 at 3:00 p.m.**

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**COUNTY OF FLORENCE, SOUTH CAROLINA**  
**INVITATION-TO-BID #30-14/15**

Florence County, South Carolina is accepting sealed bids from a qualified contractor to provide labor, materials, equipment, and services required to install approximately 9,300 square feet (sf) of resilient surfacing and related work (on a granular stone base as prepared by others) as specified herein for the Ebenezer Park playground area located on 842 South Ebenezer Road, Florence, SC 29501.

A non-mandatory pre-bid meeting will be held on **Tuesday, May 19, 2015 at 10:00 a.m.** at the site stated above.

**Purpose of the Pre-Bid Meeting:** The purpose of the pre-bid meeting is to have all interested companies do a site visit, to ask any questions concerning this project, and to give the County any needed feedback.

**Attendance at the pre-bid meeting is not a requirement as a condition of submitting a bid.**

In order to be considered, all bids must be hand carried or mailed in a sealed envelope to the Florence County Procurement Office, County Complex, 180 N. Irby Street – MSC-R, Rm. B-5, Florence, SC 29501-3431 no later than Thursday, May 28, 2015 at 2:45 p.m.

The sealed bids will then be opened and read aloud in Room 210-C at the County Complex at 3:00 p.m. (ET) on Thursday, May 28, 2015 at 3:00 p.m.

The successful respondent must be qualified in the state of South Carolina to do this type of work.

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

All bids and supporting documents will be retained by Florence County for a period of ninety (90) 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.

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

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.

## **IRAN DIVESTMENT ACT- CERTIFICATION (JAN 2015):**

1. The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: [http://procurement.sc.gov/PS/20150105\\_SC\\_IDA\\_List-Final.pdf](http://procurement.sc.gov/PS/20150105_SC_IDA_List-Final.pdf) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.
2. By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

## **MINIMUM MANDATORY REQUIREMENTS**

The following minimum mandatory requirements shall be met and documented:

1. The successful respondent must be a licensed general contractor (GC) in the state of South Carolina. No bid will be considered unless the respondent is legally qualified under Title 40, Chapter 11 of the Code of Laws of South Carolina, 1976 as amended.
2. In business for at least the past five (5) years under the current business name without declaring bankruptcy. A letter on company letterhead declaring that the company has been in business for five (5) years + and has not declared bankruptcy can be included with the bid form in lieu of a bid bond. (Include with bid).
3. 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.
4. The successful vendor must be able to meet all Federal, State, and local regulations required for this project.

## **INSTRUCTIONS TO BIDDERS**

1. TAXES:
  - a) Florence County pays SC Sales Taxes in the amount of 8%. **INCLUDE SC SALES TAX WITH YOUR BID.**
2. 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 ninety (90) calendar days after the actual date of the opening thereof or as provided for the in the bid documents whichever is later.
3. 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) 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 e-mailing [pfletcher@florenceco.org](mailto:pfletcher@florenceco.org), or by visiting the Florence County public bids web page at the following link for 30-14/15: <http://www.florenceco.org/offices/procurement/bids/>.
  - i) 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.
  - j) Each bid must be submitted in a sealed envelope, addressed to the Owner along with the name of the project for which the bid is submitted. The bidder shall also show his name and address, on the outside of the envelope. Failure to show the required information may result in rejection of the response and removal from further consideration. If forwarded by mail or carrier, the sealed envelope containing the bid must be enclosed in another outer envelope. Florence County shall not be responsible for unidentified bids.
4. **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.
5. **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) Instructions to Responders and Vendor Agreements (4) Other provisions of the contract whether incorporated by reference or otherwise, and (5) the Specifications.

6. 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](mailto:pfletcher@florenceco.org)) or his designee. To be given consideration, such requests must be received by 5:00 p.m. Friday, May 22, 2015. 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.

7. 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

8. METHOD OF AWARD:

- a) Purchase Order 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.

9. 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

Florence County reserves the right to obtain clarification or additional information necessary to properly evaluate a bid.

a) 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.

b) 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 8% sales tax, if applicable. Sales, use, or excise tax, as well as any handling and shipping charges, must be shown as separate items. **INCLUDE SALES TAX IN YOUR BID.**
- f. Florence County has a local preference of 5%, 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 bid document, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) Bid Announcement/Advertisement (3) Instructions to Responders and Vendor Agreements (4) Other provisions of the contract whether incorporated by reference or otherwise, and (5) the Specifications.
- j. Florence County reserves the right to make periodic inspections of the manner and means the service is performed or the goods that 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. 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 the contract (purchase order), in whole or in part, and may consider such failure or non-compliance a breach/default of contract (purchase order). 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 (purchase order) shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- t. All bids (and supporting documents) will be retained by Florence County for a period of ninety (90) 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.
- u. Brand names and numbers, when used, are for reference only to indicate character or quality desired and do not indicate a preference. Equal items will be considered; equal items shall state the brand name or quality; and Florence County's determination of what shall constitute equality shall be final and conclusive.



## 2. INSURANCE REQUIREMENTS

- a. The contractor shall agree to hold harmless, indemnify and defend Florence County, its agents and employees from any claims for property damage or personal injury (including death resulting therefrom). Such claims include, but are not limited to, actual, consequential, incidental or punitive damages. The contractor shall agree to maintain sufficient comprehensive general liability insurance, naming Florence County as additional insured in the amounts of \$1,000,000.00 per occurrence and \$1,000,000.00 per person. Proof of such insurance shall be given to the Florence County Procurement Office by an appropriate certificate-of-insurance issued by the contractor's insurance agent.
- b. Further, the contractor shall agree to insure prior to commencement of work on the project (job), all subcontractors, agents, assigns or employees of prime contractor and subcontractor shall agree to hold harmless, indemnify and defend the City of Florence, South Carolina, its agents and employees from any claims for property damage or personal injury (including death resulting therefrom). Such claims include but are not limited to, actual, consequential, incidental or punitive damages. Further, prior to commencement of work on the project (job), the contractor shall insure that all subcontractors, agents or assigns of the contractor, maintain sufficient comprehensive general liability insurance, naming the City of Florence, South Carolina, as additional insured, in the amounts of \$1,000,000.00 per occurrence and \$1,000,000.00 per person. Proof of such insurance shall be given to the Procurement Officer by an appropriate certificate-of-insurance issued by applicable entity's insurance agent.
- c. With regards to comprehensive general liability insurance, claims may be made during or after the term or terms of the contract agreement.
- d. Vehicle liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence shall be maintained by the contractor.
- e. The contractor shall obtain and maintain, during the life of the contract agreement, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than the minimum allowed by South Carolina law, and in case any such services are sublet, the contractor shall require the subcontractor(s) similarly to provide workers' compensation and employer's liability insurance for all of the subcontractor's employees to be engaged in such services.

## **POUR-IN-PLACE RUBBER SURFACING AT EBEZER PARK SPECIFICATIONS/SCOPE OF WORK**

The specifications detailed herein represent the quality of the product that is required by the County. Whenever in this invitation any particular product is indicated or specified by patent, proprietary or brand name of manufacturer/ developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the product desired by the County. It is not meant to eliminate bidders or restrict competition in any bid process. A bid for a product or products that is equivalent to or that surpasses the stated specifications will be considered. However, determination of equivalency shall rest solely with the County.

### **DESCRIPTION OF WORK**

Provide labor, materials, equipment, and services required to install approximately 9,300 square feet (sf) of resilient surfacing and related work (on a granular stone base) as specified herein for the Ebenezer Park playground area located on 842 South Ebenezer Road, Florence, SC 29501. The 9,300 sf is to consist of:

- 9,300 sf of crushed and run stone base surface rubber as outlined in this specifications
- 1,208 sf of 8' Certified Fall Height (CFH) (3.5" thickness) for the swing areas
- 8,092 sf of 5' Certified Fall Height (CFH) (2.0" thickness) for all other areas

**NOTE: COLOR SCHEME IS TO BE 50% COLOR-50% BLACK**

### **DISPOSAL**

There is approximately 9,300 sf of loose sand that is approximately 8 inches thick at the existing site. It will be the successful bidder's responsibility to remove and dispose of the current sand and prepare the work area for the rubber surface.

### **SUBMITTALS**

Product data- Provide manufacturer's information and installation instructions, and a full thickness 12" x 12" sample in the selected color mix for approval.

Material certificates, technical data and SDS: For each of the following, signed by the manufacturers:

1. Black SBR Rubber. Recycled, clean and graded with less than 2% dust.
2. Virgin Colored EPDM Rubber. Coated SBR, PVC, TPV and similar substitutes are not acceptable.
3. EPDM Black Rubber. Recycled post-consumer with no greater than 10% SBR content.
4. Polyurethane Binder. Aromatic MDI type, 0.00 g/L VOC.

Material Test Report: From a qualified testing agency, indicating safety compliance:

1. ASTM 1292, latest revision for a g-force of less than 200 and a HIC of less than 1000, when tested to the required temperatures and conditions of the ASTM Standard.
2. ASTM D-2859- latest revision for Flammability; rating to be "PASS"
3. ASTM E-303- latest revision Coefficient of Friction to be no less than 70 wet and 90- dry.
4. Test according to US Public Law 110-314 (HR 4040) that all components are free of phthalates, lead and other heavy metals.\
5. Test of Solar Reflectivity Index according to ASTM E-1981-1 of the specified mix for consideration in Owner's selection of colors.

Warranty: Submit for Owner's acceptance for no less than three years with detail and conditions as the standard warranty document to be executed by an authorized company official. The manufacturer's warranty is in addition to and not a violation of other rights that the Owner may have under the contract documents.

## QUALITY ASSURANCE

The manufacturer and installation company shall have no less than 5 years experience of comparable scope and work of this project, acceptable to the Owner.

The subgrade surface shall be inspected by the synthetic surface installer for planarity and free- draining conditions. The surface shall not be installed on improper sub-base. Issues of poor drainage or subsidence of subgrade will invalidate the manufactures Warranty.

## SPECIAL CONDITIONS AND LIMITATIONS

All materials shall be delivered to the site in the manufacturer's original and unopened packaging and weather protected covering. Store the materials on a free draining and dry location paying particular attention to possibility of water penetration from beneath.

Install the surfacing system when the minimum ambient surface temperature is 60F or higher and the temperature will not fall below 40F. Contact manufacturer for special considerations that may apply to prevailing weather conditions other than described.

The contractor / installer will be responsible for removing all trash and debris from the site and maintain a clean and safe work area throughout the duration of this contract.

With an agreed area of installation and computation of the cost, the Owner will issue a purchase order and authorization to proceed. The installer shall commence work in no more than 20 days and work be completed within 30 days.

PRODUCTS - (Preference may be given to materials that are sourced in Florence County.)

Approved Manufacturer / Supplier: The component material products shall be sourced from one supplier that manufacturers both the polyurethane resin and the EPDM under a current ISO 9001 certification. Other suppliers are not deemed acceptable. The source of the materials shall be stated on the bid form.

Cushion course: Not less than 2" thick. Recycled Styrene-Butadiene Rubber (SBR) buffings and granules derived from car or truck tires that has been cleaned of extraneous metals, fibers and other deleterious materials, graded and packaged size 6/16 mesh buffings and 4-8mm granules. Proportions of the mix shall be the manufacturer's standard in order to meet the performance requirements of HIC.

Top wearing course: Not less than 1/2" thick after compaction – Virgin Ethylene Propylene Diene Monomer (EPDM-M Class) granulated rubber sieve size 1-3.5mm, high color UV stabilized, with less than 2% dust. Density 1.6g/cm<sup>3</sup>, Shore A 60(+/-5). Tensile strength 6mpa, Elongation at break > 700. Color EPDM shall be equal proportions of Black and any standard color or terra cotta red, rainbow blue, rainbow green, beige, or eggshell.

Polyurethane Binder: BTR Series Polyurethane. MDI based with 0 g/l VOC, NCO% 8-8.4, Density 1.08 to 1.13 g/cm<sup>3</sup>, Tensile 1.09N/m<sup>2</sup>, elongation 150%, . Additives shall include hydrophobic and UV stabilizers, and radical scavengers blended for maximum performance under accelerated age testing for both wet and dry conditions.

Wear Mats: for high wear areas embed a high density rubber wear mat no less than 40" x 40".

## INSTALLERS

Approved Installer: Only approved manufacturers and the lead-on site installer with greater than 5 years' experience will be accepted. A statement of verification is required with no less than 5 similar project references dating to 5 years previous and the name of the lead installer with his documented experience. Statement of qualification shall be submitted with the bid.

## EXECUTION

The Owner will provide a drawing of the play area to be surfaces that indicates the desired perimeter and critical fall heights, or shall stake the area in order to determine the extent of the work.

The required proportions by weight are general and are to be confirmed or altered by the installer based on their exacting formulas, with approval by the manufacturer and Owner.

The mixing of materials shall be in a ribbon or paddle mixer, to a uniform coating and density. Rotary mixers are not acceptable.

The Basemat / Cushion Course shall be no less than 1.75" thick and the Wearing Course shall be not less than 1/2" thick. For the purposes of this bid, the impact attenuation of the 2.0" thick surface shall be no greater than 950 HIC at 5' CFH. Other thickness and CFH are outlined on the bid form, and no HIC at any thickness shall be more than 950.

Basemat / Cushion course: polyurethane to the weight of the SBR shall be as required according to the performance of the surface to HIC and general durability. Mix to a uniform consistency with no noticeable globs or dry material. Do not overmix. Apply as soon as uniformity is noticeable.

Primer: Prime with polyurethane binder, all high wear areas, outer perimeter no less than 12” wide, concrete walk and curb edges to the full depth.

Wearing Course: No less than 20% polyurethane to the weight of the EPDM. Mix thoroughly to a uniform consistency with no noticeable globs or dry material noticeable.

Edge conditions shall be considered to be a “rolled edge” except for designated handicapped use. The rolled edge shall be outside the designated equipment use zones. The Owner shall designate the principal points of access to the play area to be designated handicapped accessible.

After troweling the top surface to a uniform aesthetic and planarity, allow a minimum cure time of 48 hours and during that time the Owner shall allow no foot traffic or use of the surface in any way. The cure time is dependent upon temperature and humidity and the installer will advise of any additional precautions for time frame recommended prior to foot traffic.

## WARRANTY

Provide a warranty for no less than three years and shall be in effect beginning on completion of the work. Failure to pay for the work in full within 40 days will invalidate the Warranty. In the event of failure to pay for the work, the installed surfacing system will be subject to its removal from the site by the installer.

## **BID BOND (SURETY) REQUIREMENT**

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

**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 Contractors 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 a 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 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.**

## **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 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.**



**BID SHEET PAGE 1 OF 3**

<b>FLORENCE COUNTY, SOUTH CAROLINA</b> , a Body Politic and Corporate and a Political Subdivision of the State of SC	<b>MAIL TO:</b> Florence County Procurement 180 N. Irby Street City-County Complex MSC-R Florence, SC 29501	
<b>SEALED BID NO. 30-14/15</b> <b>POUR IN PLACE RUBBER SURFACING AT</b> <b>EBENEZER PARK</b>	<b>HAND CARRY TO:</b> Procurement Office, Room B-5 City-County Complex, 180 N. Irby Street Florence, South Carolina 29501	
Bids will be accepted at the Procurement Office, County Complex, 180 N. Irby Street, Rm. B-5 until Thursday, May 28, 2015 at 2:45 p.m. (EST)	TELEPHONE NO. (843) 665-3018  E-MAIL ADDRESS: <a href="mailto:pfletcher@florenceco.org">pfletcher@florenceco.org</a>	
Then Publicly Opened in Room 210-C of the County Complex @ 3:00 p.m. (EST)	SC General Contractor License No. _____	

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: \_\_\_\_\_

Labor, materials, equipment, taxes, and services required to install approximately 9,300 square feet (sf) of resilient surfacing and related work (on a granular stone base as prepared by others) as specified herein for the Ebenezer Park playground area located on 842 South Ebenezer Road, Florence, SC 29501.

Color Mix is 50% EPDM Black, 50% choice of terra cotta red, rainbow green, rainbow blue, beige or eggshell.

**BID SHEET PAGE 2 OF 3**

	Price For 9,300 SF	Price per SF for additional/deducted work at same site
Price for PIP Installation Only	\$_____	\$_____SF
	Price For 9,300 SF	Price per SF for additional/deducted work at same site
Price to Install Crush and Run Base Stone	\$_____	\$_____SF
	Price For 1,208 SF	Price per SF for additional/deducted work at same site
8' CFH (3.5" thickness)	\$_____	\$_____SF
	Price For 8,092 SF	Price per SF for additional/deducted work at same site
5' CFH (2.0" thickness)	\$_____	\$_____SF
Price to Dispose of the Exiting Sand	\$_____	
Price to Prepare Site for Work	\$_____	
<b>Total Bid Price</b>	<b>\$_____</b>	

**Alternate 1:**

Addition For Wear Mats (including tax and installation)    \$\_\_\_\_\_Ea.

**BID SHEET PAGE 3 OF 3**

The source of materials is as follows:

SBR Rubber \_\_\_\_\_

EPDM Rubber \_\_\_\_\_

Polyurethane Binders \_\_\_\_\_

Attach Bidders statement of qualification of experience to be attached to the bid.

**Maximum time of completion from receipt of purchase order: \_\_\_\_\_ Calendar Days**

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

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

All pricing is firm and will remain firm for at least ninety (90) calendar days from the time and date of the IFB submittal and opening. During this period, the Bidder may only withdraw their Bid Response by submitting a written request to Florence County and Florence County approving said written request.

The bidder agrees to abide by all conditions of this bid and verifies that he is authorized to sign this bid for the offerer. The bidder further states that the company affiliated with this bid currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

The Bidder, in compliance with the Invitation-To-Bid, and having examined the Project Documents, and being familiar with all of the conditions surrounding the proposed project, including the availability of materials, labor, and work site environmental conditions, hereby proposes to furnish all permits, labor, materials, supplies, and equipment and to perform the duties in accordance with the contract documents of which this Bid Form is a part.

The 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.