



**REQUESTS FOR PROPOSALS
DESIGN/BUILD SERVICES-ADDITION TO THE MAIN STATION
SARDIS TIMMSONVILLE FIRE DEPARTMENT
RFP# 12-16/17**

SUBMISSION DEADLINE IS THURSDAY, November 10, 2016 @ 3:00PM EST

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Florence County (County) is seeking a qualified firm to provide design/build services for an addition to the existing Main Station for the Sardis Timmons ville Fire Department located at 1513 Cale Yarborough Highway, Timmons ville, SC 29161 according to the requirements of the solicitation contained herein. The map parcel number of the site is TMP# 00020-04-067.

PROPOSAL SUBMITTALS must be received no later than **3:00 p.m. EST on Thursday, November 10, 2016** to the address below in a sealed envelope. A proposal response listing of all respondents will be sent to each offeror. All submittals shall contain five (5) 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 Fletcher
180 N. Irby Street, MSC-R
Florence, South Carolina 29501

HAND-CARRIED TO:

Florence County Procurement
Attn: Patrick 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). Proposals 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) 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.

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

The successful firm must ensure that all subcontractors, agents, personnel assigned by or employees of prime firm and subcontractors are not discriminated against because of their race, color, religion, sex or national origin. Offerors must make positive efforts to provide equal employment opportunity for minority and women owned businesses.

This request for proposals does not commit Florence County to award a contract, to pay any cost incurred in the preparation of proposals. 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.

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General Information

The proposed budget is \$100,000.

The building site is located at 1513 Cale Yarborough Highway, Timmonsville, SC , TMP# 00020-04-067.

The existing building is approximately 3,000 square feet (40' x 75') with 2 bays. The addition is approximately 2,250 square feet consisting of lengthening the two existing bays by 30' x 51' and adding an open area of 30' x 24' in front of the existing office/administration area. The bays will need the electrical necessary for fluorescent lighting, ceiling mounted heater and generator hook up. The existing bay doors will be reused.

Scope of Work

- ❖ Addition to existing bays by 30'x51'.
- ❖ Open carport area of 30' x 24'.
- ❖ Cement: 6"Slab Design by Engineer.
- ❖ Site Work: Some demolition of existing concrete area is required and debris removal. Include a \$2,000 allowance for new fill and compaction.
- ❖ Metal roof to match existing.
- ❖ Reuse existing bay doors.
- ❖ Insulation as required by building code.
- ❖ No plumbing will be needed in addition area.
- ❖ Ceiling mounted heater in bay area.
- ❖ Fluorescent lighting in the bay areas.
- ❖ Wired for a generator. Generator will be provided by the fire department.
- ❖ All Required plans and permits.

Scope of Services

- ❖ Services include all aspects related to designing and constructing the addition to the existing fire station including, but not limited to electrical and insulation.
- ❖ The successful firm shall perform or provide any and all professional related services including architectural; interior design; planning; structural; mechanical; civil; electrical services; and any consultations, presentations or related services incidental thereto necessary to obtain all construction related permits. Respondent represents that all tasks will be performed in accordance with generally acceptable professional standards and further represents that the advice and consultation provided shall be within its authority and capacity as a professional. Respondent will comply with the regulations, laws, ordinances and requirements of all governmental impact applicable to assigned project.
- ❖ The successful firm will provide a rendering of the proposed addition to the County for approval.
- ❖ The successful firm will prepare a design/build schedule to meet the needs and expectations of the County.
- ❖ Provide complete plans and specifications sealed by registered architect or engineer.

Proposal Submission Requirements

- ❖ A cover letter.
- ❖ The firm's qualifications and experience with this type of work.

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- ❖ A comprehensive description of the team’s approach to the design/build project including transition from design to construction.
- ❖ Detailed information regarding the team’s experience with at least five (5) similar buildings, including project descriptions and photographs.
- ❖ References for work of a similar scope, including at least five (5) owner references.
- ❖ An estimate of the time required to complete the scope of services described above;
- ❖ A method to demonstrate the firm’s ability to work within the County’s proposed project budget.
- ❖ Cost proposal which includes detailed fees for all design services and a detailed price for the construction portion.

Firms are requested to submit five (5) copies of the proposal. **Due to time limitations of the Selection Committee Members, proposals should be limited to twenty (20) single-sided pages using 12-pitch font.** Include tab dividers for access to each of the proposal requirements for easy identification of the proposal (cover sheet and tab dividers do not count toward the 20-page limit). All materials submitted shall become property of the County.

All questions pertaining to this RFP must be submitted in writing by e-mailing pfletcher@florenceco.org no later than 5:00 p.m. (EST) on Thursday, October 27, 2016. Only written questions will be considered formal. Answers to all questions submitted will be issued in an addendum that will be posted on the Florence County website, Public Bid section. It is the responsibility of the proposer to be look for the addendum to be posted and acknowledge the addendum in the proposal.

Evaluation Criteria and Selection Procedure:

The County has formed a selection committee to review the proposals and to recommend a selection.

1. Phase 1 – Written Proposal Evaluation

Each submittal proposal will be evaluated and ranked based on the following criteria:

Criteria	Points
A. Previous Experience with similar design/build projects	0-30
B. Proposed Approach to Project	0-10
C. Proposed Schedule/Time of Completion	0-10
D. Project Manager and Team Experience with Similar Work (References)	0-25
E. Cost of the Project	0-25

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Based upon the evaluation results, the selection committee may request oral/visual interviews with the three (3) highest ranking firms.

2. Phase 2 – Interview Evaluation

Each interview will be evaluated based on the following criteria:

Criteria	Points
A. Quality of Interview	0-100

Based on the interview evaluation results, negotiation will be initiated with the top ranked evaluated firm. If an agreement cannot be made with the top ranking firm, negotiation will be initiated with the next highest ranking firm and so forth. Upon successful contract negotiation, the committee will recommend one (1) firm to County Council.

The County shall have sole discretion in evaluating qualifications. The County reserves the right to select the qualifications that it may determine to be in the best interest of the County. The County also reserves the right to reject any and all qualifications, including that of the selected firm if satisfactory contract negotiations cannot be concluded.

Taxes

Florence County pays SC Sales Taxes in the amount of 8%. However, the County is exempt from Federal Excise Taxes and will issue exemption certificates, if requested. **INCLUDE ALL APPLICABLE TAXES IN YOUR LUMP-SUM PROPOSAL COSTS.**

Iran Divestment Act- Certification (Jan 2015):

(a) 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 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. (b) 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]

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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 County 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 Florence County Code. 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) Five (5) 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.

3) RESPONDER QUALIFICATIONS:

To be acceptable to the County, 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:

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The responder to whom an award is made shall deliver to the County a Certificate of Insurance and the performance/payment bonds prior to execution of the contract. Once the contract is executed, the County shall issue a "Notice to Proceed" indicating the start date of the project. Responders failing to enter the proposed contract and/or provide the required Certificate of Insurance and the performance/payment bonds may be subject to Debarment and Suspension as prescribed in the Florence County Code from future consideration for award of contracts.

5) PAYMENT AND PERFORMANCE BONDS: The 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.

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:

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\$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.
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.

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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 County 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 (if applicable).

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 Code.

11) METHOD OF AWARD:

- a) Contracts will be awarded to the responder whose proposal appears to serve the best interest of the County. 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.

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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 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 Code 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 Code 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

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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.
- 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 five (5) 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 one hundred twenty (120) 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.

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 REQUIRMENT.** 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.

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.