

**FLORENCE COUNTY**

**SOUTH CAROLINA**

**INVITATION-TO-BID NO. 04-11/12**

**SALE OF FIFTEEN (15) KIMBER STAINLESS  
GOLD MATCH 45 ACP PISTOLS**

**FLORENCE COUNTY SHERIFFS OFFICE**



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**COUNTY OF FLORENCE, SOUTH CAROLINA  
INVITATION-TO-BID #04-11/12**

Written sealed bids for the sale of Fifteen (15) Kimber Stainless Gold Match 45 ACP Pistols. Sealed bids will be opened at 180 N. Irby Street, City-County Complex, Room B-5 Procurement Offices, Florence, South Carolina at 11:00 a.m. (ET) Tuesday, September 13, 2011. At that time and place, sealed bids will be publicly opened and bids read aloud. Firearms will be available for inspection on September 6, 2011 at 10:00am at the Florence County Law Enforcement Center located at 6719 Friendfield Road, Effingham, SC 29541

The Project Documents, including Requirements and Specifications, may be obtained from the office of Florence County Procurement at the address listed below or by visiting the procurement website: [www.florenceco.org](http://www.florenceco.org). When requesting project documents, provide the following information about your company: Mailing address, street (UPS) address, telephone number, and FAX number (if applicable).

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

Florence County Procurement  
City-County Complex, MSC-R  
180 N. Irby Street; Room B-5  
Florence, SC 29501  
(843) 665-3018

**Sealed bids must be received at the above address no later than 11:00 a.m. (ET) on Tuesday, September 13, 2011 and submitted in a sealed envelope and clearly marked as follows:**

**"Invitation-To-Bid #04-11/12 – “Sale of Fifteen (15) Kimber Stainless Gold Match 45 ACP Pistols”**

Sealed bids MUST be in the actual possession of the Florence County Procurement Department on or before the exact time and date indicated above. Bids received after the published time and date shall not be opened and shall be disqualified and returned unopened to sender.

Sealed bids submitted by mail and/or carrier must meet the same requirements as above and should be addressed to the same address listed above. Florence County shall not be responsible for late delivery of bids.

No bid will be considered unless the responder is legally qualified under the provisions of the South Carolina Code. All bids must be completed typed or printed in ink and comply with all the terms and conditions of this Invitation-To-Bid and associated Project Documents. Emails or facsimiles will not be accepted.

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

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

**ADVERTISED:**

**MORNING NEWS  
SUNDAY, August 28, 2011**

**SCBO  
MONDAY, August 29, 2011**

## INSTRUCTIONS TO RESPONDERS

### 1) RECEIPT AND OPENING OF SEALED BIDS:

- a) Sealed bids will be received and opened as specified in this Invitation-To-Bid document. **Please ONLY return page 9 of this 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 90 days after the actual date of the opening thereof or as provided for the in the bid documents which ever is later.

### 2) PREPARATION OF BID:

- a) All bids will be evaluated in accordance with procedures and specifications contained herein and Florence County Code. The responsiveness to same determined in accordance to the instructions and criteria in this document. Any bid not providing sufficient information and documentation to comply with the Invitation-To-Bid Evaluation requirements will be considered non-responsive and removed from further consideration.
- b) A 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 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 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 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) Each bidder shall acknowledge receipt of all addenda by its submission of a bid. It shall be each bidder's responsibility to assure that all addenda have been received. No claim for failure to receive addenda will be considered.
- i) 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 proposals.

### 3) BIDDER QUALIFICATIONS:

- a) To be acceptable to the Owner, bidders must be skilled and/or licensed, if applicable, in the class of work on which they respond, and no bid will be considered from any bidder who is unable to show that he has actually performed considerable work of similar character to that on which he is bidding.

- 4) METHOD OF AWARD:
  - a) Contracts will be awarded to the bidder whose bid appears to serve the best interest of the owner. The successful bidder will be determined as prescribed herein this Document.
  - b) Florence County reserves the right to accept or reject, in whole, in part, together or separately, any and all responses as appears in its judgment to be in the best interests of the County, or to waive any and all technicalities and informalities in determining the action of each proposal.
- 5) 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 addenda). The failure or omission of any bidder to examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to this Invitation-To-Bid.

## VENDOR AGREEMENTS

### 1) STATEMENT OF RIGHTS

- a) Florence County reserves the right to obtain clarification or additional information necessary to properly evaluate a 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 bids, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the County. Florence County also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the County.

### 2) GENERAL TERMS:

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

### 3) SPECIFIC TERMS:


- a) Products 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 proposals received on the basis of individual items, groups of items, or the entire list of items; to reject any and all proposals; and to waive any technicalities. In every case, Florence County reserves the right to make awards deemed to be in the best interest of the County and to negotiate further the offer determined by the County to be in the best interest of the County.
- d) Unit prices will govern over extended prices. Prices must be stated per unit and extended for the total quantity.
- e) Florence County is not exempt from sales tax, if applicable. Sales, use, or excise tax, as well as any handling and shipping charges, must be shown as separate items.
- f) In the event of a tie bid a coin toss will be conducted to decide the award. Local preference will be applied prior to tie determination.
- g) Florence County has a local preference of 2%, which may be applied in bid award determination.
- h) 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.
- i) 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.

- j) In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) Bid Announcement/Advertisement (3) Special Terms and Conditions, (4) Instructions to Responders and Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.
- k) Florence County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- l) 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.
- m) The Bidder agrees to secure at Bidder's own expense all personnel necessary to carry out Bidder'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 Bidder's compensation hereunder. Bidder shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except County shall make payment to Bidder for services as herein provided. Bidder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Bidder shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. State or Federal governments, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law. The County shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Bidder or his employees, agents, and servants by reason of this contract. The Bidder will carry liability insurance relative to any service that he performs for the County. A certificate of insurance must be submitted to the procurement office prior to services performed, with the requested coverage and limits per the County, with Florence County listed as additional insured.
- n) 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.
- o) 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.
- p) 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 Purchasing 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.
- q) 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, 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.
- r) Florence County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.
- s) Unless specifically requested, submit one (1) copy of your response.
- t) In the event no funds are appropriated by Florence County for the goods or services in any fiscal year or insufficient funds exist to purchase goods or services, then the Contract shall expire upon the

expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

- u) All submittals become the property of Florence County.
- v) All bids (and supporting documents) will be retained by Florence County for a period of forty-five (45) 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.
- w) 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.
- x) S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

**END OF SECTION**

<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 #04-11/12</b> <b>SALE OF FIFTEEN (15) KIMBER STAINLESS GOLD MATCH 45 ACP PISTOLS-Florence County Sheriff's Office</b>	<b>HAND CARRY TO:</b> Procurement Office, Room B-5 City-County Complex, 180 N. Irby Street Florence, South Carolina 29501	
<b>Bids will be accepted until Tuesday, September 13, 2011 at 11:00 a.m. (EST)</b>	<b>TELEPHONE NO. (843) 665-3018</b>	
Then Publicly Opened at: Florence County Procurement 180 N. Irby Street City-County Complex Room B-5 Florence, SC 29501	<b>See Special Instructions/Qualifications</b>	

**VENDOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY-STATE-ZIP:** \_\_\_\_\_

**TELEPHONE NO:** \_\_\_\_\_ **FAX NO:** \_\_\_\_\_

**FEDERAL ID (TAX ID) NO:** \_\_\_\_\_

**AUTHORIZED SIGNATURE (WRITTEN):** \_\_\_\_\_

**AUTHORIZED SIGNATURE (TYPED):** \_\_\_\_\_

**FEDERALLY LICENSED FIREARMS DEALER** \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

DESCRIPTION	QUANTITY	TOTAL PRICE
Kimber Stainless Gold Match 45 ACP Pistols	15	\$ _____

**INVITATION-TO-BID #04-11/12**

**SALE FIFTEEN (15) KIMBER STAINLESS GOLD MATCH 45 ACP PISTOLS**

**SPECIAL INSTRUCTIONS/QUALIFICATIONS**

**Florence County Sheriff's Office will dispose of fifteen (15) Kimber Stainless Gold Match 45 ACP Pistols by selling them to the highest bidder.**

- Successful bidder must be a Federally Licensed Firearms Dealer. (Proof must be submitted with bid.)
- Must be a licensed dealer of major brands of firearms, ammunition and law enforcement equipment.
- Bid must be for the entire lot of firearms. All firearms must be picked up within thirty days of the bid award.
- No warranties whatsoever, written, oral, or by operation of law are applicable to this transfer, and are received by the successful bidder "as is."
- Successful bidder will be responsible for picking up the fifteen (15) Kimber Stainless Gold Match 45 ACP Pistols from the Florence County Sheriff's Office and all cost associated with the pickup.
- Bidders ONLY submit page 9 of this bid document.

**-Firearms will be available for inspection on Thursday, September 6, 2011 at 10:00am at the Florence County Law Enforcement Center located at 6719 Friendfield Road, Effingham, SC 29541. This will be the ONLY opportunity to view the inventory. Interested individuals are asked to meet in the lobby of the LEC at the appointed time.**