

# FLORENCE COUNTY SOUTH CAROLINA

### **INVITATION-TO-BID NO. 16-13/14**

# A-FRAME STEEL CARPORT FOR THE TIMMONSVILLE RESCUR SQUAD

BID OPENING: DECEMBER 19, 2013 AT 3:00 P.M.

## COUNTY OF FLORENCE, SOUTH CAROLINA INVITATION-TO-BID #16-13/14

Written sealed bids for the purchase and delivery, and installation of one (1) 26' x 50' A-Frame Carport that will located behind the parking lot on Map# 70012-20-001 and Map# 70012-20-025 in Timmonsville, SC for the Timmonsville Rescue Squad will be received by the Florence County Procurement Office until Thursday, December 19, 2013 at 2:45 p.m. (ET). The sealed bids will then be opened in the Florence County Council Chamber located at the City-County Complex, 180 N. Irby Street, Room 803, Florence, South Carolina at 3:00 p.m. (ET) Thursday, December 19, 2013. At that time and place, sealed bids will be publicly opened and bids read aloud.

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

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

Sealed bids must be received at the address above no later than 2:45 p.m. (ET) on Thursday, December 19, 2013 and submitted in a sealed envelope and clearly marked as follows:

#### "Bid No. 16-13/14 – "A-Frame Carport"

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

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

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

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

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

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.

#### INSTRUCTIONS TO RESPONDERS

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

- a) Sealed bids will be received and opened as specified in this Invitation-To-Bid document.
- b) The Owner will consider as non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) calendar days after the actual date of the opening thereof or as provided for the in the bid documents whichever is later.

#### 2) PREPARATION OF BID:

- a) All bids will be evaluated in accordance with procedures and specifications contained herein and Florence County Code. The responsiveness to same determined in accordance to the instructions and criteria in this document. Any bid not providing sufficient information and documentation to comply with the Invitation-To-Bid Evaluation requirements will be considered non-responsive and removed from further consideration.
- b) A bid shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid.
- c) All information requested of the bidder shall be entered in the appropriate spaces on the provided forms. If additional space is required, attach additional pages as needed within the sealed bid response.
- d) Bidders mailing their bid must allow a sufficient mail delivery period to insure timely receipt of their bid. Florence County is not responsible for bids delayed by mail and/or delivery services of any nature. It is the bidder's sole responsibility to insure that all documents are received by person (or office) at the time indicated in the bid document. No facsimile or email submissions.
- e) Bidders must clearly mark as "Confidential" each part of their offer which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. Florence County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against Florence County or his agents for its determination in this regard.
- f) All information shall be entered in ink or typewritten.
- g) All proposed costs shall be for all licenses, permits, taxes, labor, material, transportation, equipment and any other components/services that are required to complete the work embraced herein this Invitation-To-Bid document.
- h) 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 <a href="mailto:pfletcher@florenceco.org">pfletcher@florenceco.org</a>, or by visiting the Florence County public bids web page at the following link for 16-13/14: <a href="http://www.florenceco.org/offices/procurement/bids/">http://www.florenceco.org/offices/procurement/bids/</a>.
- 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.

#### 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) 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.

#### 5) INTERPRETATIONS OF SPECIFICATIONS:

a) No binding interpretation of the meaning of the documents or any questions relating to the bid will be made to any bidder orally prior to the receipt of bids. Any request for such interpretation or questions shall be made in writing via e-mail the Florence County Procurement Director (pfletcher@florenceco.org) or his designee. To be given consideration, such requests must be received by 5:00 p.m. Friday, December 13, 2013. 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.

#### 6) 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

#### 7) 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.

#### 8) OBLIGATION OF BIDDER:

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

#### **VENDOR AGREEMENTS**

#### 1) STATEMENT OF RIGHTS

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

#### 2) GENERAL TERMS:

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

#### 3) SPECIFIC TERMS:

- a) Materials offered shall meet all requirements of the Uniform Commercial Code, if applicable.
- b) Responses submitted are final and complete offers by the vendor. No additions, corrections, modifications, changes or interpretations will be allowed. In the event questions arise on what is meant by an offer, the Procurement Officer will make a determination as to the county interpretation of the vendor's offer. If, after informing the vendor of the county's opinion, disagreement as to scope of the offer is present, the offer will be declared VOID.
- c) Florence County reserves the right to award bids received on the basis of individual items, groups of items, or the entire list of items; to reject any and all bids; and to waive any technicalities. In every case, Florence County reserves the right to make awards deemed to be in the best interest of the County and to negotiate further the offer determined by the County to be in the best interest of the County.
- d) Unit prices will govern over extended prices. Prices must be stated per unit and extended for the total quantity.
- e) Florence County is not exempt from 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 2%, which may be applied in bid award determination.
- g) Any deviation from specifications in the bid solicitation must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this bid shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and handling.
- h) Any attempt by a vendor to influence the opinion of the county staff, or County Council, by discussion, promotion, advertising or any procedure to promote their offer, will constitute grounds to judge such an offer non-responsive. All offers presented to Florence County will be evaluated based on the current County Code and the offer as presented to the county on the date/time specified in the given solicitation.
- i) In the event of inconsistent or conflicting provision of this 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 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.
- 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.

#### A-FRAME CARPORT GENERAL SPECIFICATIONS

- 1. **A-FRAME CARPORT DIMENSIONS:** 26'W X 50'L
- 2. FRAME: GALVANIZED STEEL
- 3. **LEG HEIGHT**: TWELVE FEET (12')
- 4. **CLOSE SIDES:** TWO (2)
- 5. **CLOSE END:** TWO (2)
- 6. **SIDE ENTRY:** FOUR (4) 10' X 10' DOORS (TWO FOR EACH SIDE)
- 7. **WALK-IN DOOR:** ONE (1) 36"
- 8. **CORNER BRACES:** THIRTY TWO (32) 40"
- 9. **ROOF BRACE:** EIGHTEEN (18) 5'
- 10. **TUBING:** FOURTEEN (14) GAUGE 2" X 3"
- 11. **ROOFING:** TWENTY NINE (29) GAUGE
- 12. **CONCRETE ANCHOR:** TWENTY (20) 9/16" D 5 1/2" L

NOTE: BID PRICE IS TO INCLUDE DELIVERY OF THE A-FRAME CARPORT TO THE LOCATION BEHIND THE PARKING LOT ON MAP# 70012-20-001 AND MAP# 70012-20-025 IN TIMMONSVILLE, SC (SEE AERIAL MAP NO. 70012) AND INSTALLATION ON A CONCRETE SLAB THAT WILL BE PROVIDED BY FLORENCE COUNTY.

\*SEE ATTACHMENT 1 FOR ADDITIONAL DETAILED SPECIFICATIONS

### MAIL TO: Florence County Procurement FLORENCE COUNTY, SOUTH CAROLINA, a 180 N. Irby Street Body Politic and Corporate and a Political City-County Complex MSC-R Subdivision of the State of SC Florence, SC 29501 HAND CARRY TO: **SEALED BID NO. 16-13/14** ONE (1) 26' X 50' A-FRAME CARPORT FOR Procurement Office, Room B-5 THE TIMMONSVILLE RESCUE SQUAD City-County Complex, 180 N. Irby Street Florence, South Carolina 29501 TELEPHONE NO. (843) 665-3018 Bids will be accepted at the Procurement Office until Thursday, December 19, 2013 at 2:45 p.m. (ET) E-MAIL ADDRESS: pfletcher@florenceco.org The A-Frame Carport is to be delivered to 401 East Main Street, Then Publicly Opened at the County Council Timmonsville, SC and installed on a concrete slab that will be Chamber located at the City-County Complex, 180 N. provided by Florence County. Irby Street, Room 803, Florence, South Carolina at 3:00 p.m. (ET) Thursday, December 19, 2013 \*See Attachment 1 For Additional Detailed Specifications NAME: D/B/A IF PPLICABLE: MAILING ADDRESS: LEGAL COMPANY PHYSICAL ADDRESS:\_\_\_\_\_ CITY-STATE-ZIP:\_\_\_\_ TELEPHONE NO: FAX NO: FEDERAL ID (TAX ID) NO: \_\_\_\_\_\_ E-MAIL: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_ PRINTED NAME:\_\_\_\_\_ BID PRICE FOR ONE (1) 26' X 50' A-FRAME CARPORT 8% SALES TAX **DELIVERY CHARGE (IF ANY)** INSTALLATION CHARGE TOTAL BID PRICE Maximum time of delivery from receipt of purchase order: \_\_\_\_\_ Calendar Days

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.

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