



City of
FLORENCE
SOUTH CAROLINA

**INVITATION TO BID NO. 2020-31
TENNIS CENTER CANOPY**

Sealed bids will be received in the Office of Purchasing and Contracting, in the City Center, 324 W. Evans Street Florence, South Carolina 29501 until **June 15, 2020 at 2:00 pm** from licensed and qualified vendors for the construction of four (4) shade structures at the Dr. Floyd Florence Tennis Center at 1300 Jennie O'Bryan Avenue, Florence, SC. The winning bidder shall provide all material, equipment, supplies and labor for the installation and construction of awning or canopy-type structures as outlined in this Invitation to Bid.

Bids shall be opened promptly at the above stated time and date and their contents will be made public for the information of the bidder and others properly interested. The bid will not be awarded until the Purchasing Agent and the Public Works Director have had ample time to review each bid.

Bids must be submitted in a sealed envelope with "2020-31 Tennis Center" clearly marked on the outside of the envelope for easy identification by the City of Florence. Any bids received later than the specified time will not be accepted/considered. The city will not be responsible for late submission caused by the postal service, other carriers, or any other delivery problems regardless of the reason. Email and/or electronic bids will not be accepted/considered. Bids submitted by mail, Federal Express, United Parcel Service, etc. must meet these same requirements and should be addressed to:

**City of Florence
City Center
324 W. Evans Street 3rd Floor
Florence, SC 29501-3431**

The City of Florence 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.

La ciudad de Florencia en el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos, se asegura de que ninguna persona por motivos de raza, color, origen nacional, sexo, discapacidad, edad, ser excluido de participar en, ser negado los beneficios de, o ser de otra manera sujeto a discriminación bajo cualquier programa o actividad que administra.

The City of Florence reserves the right to engage in discussions with any or all responsible Bidders who submit bids which appear to be eligible for award, for the purpose of clarification to assure full understanding of and responsiveness to the Invitation to bid requirements herein.

This solicitation does not commit the City of Florence to award a contract/purchase order, to pay any costs incurred in the preparation of a bid, or to procure or contract for services. The City of Florence reserves the right to reject any and all responses, to cancel this solicitation, and to make an award deemed in its own best interest.

Lynwood F. Givens
Purchasing Agent

MINORITY AND WOMAN OWNED BUSINESS

The City of Florence welcomes and encourages submissions from minority and woman owned businesses. Please indicate that you are a minority or woman owned business with your request for bid documents.

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 City that minority business and women owned business enterprises (MBE/WBE) have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

LOCAL AND MINORITY BUSINESS ENTERPRISE PURCHASING PROGRAM:

When lowest bid is the principal determining factor in a bid selection process it is the intent of the City of Florence to provide preference first to local businesses within the City or County of Florence; however, if no local business is eligible or able to participate, preference shall then be provided by the City to minority business enterprises based on the following guidelines:

- a. For purposes of this policy, a “local business” is defined as a person, firm, contractor, corporation, or other business entity offering the services and/or products being bid by the City that maintain a place of business and have a physical business address located and operating within the City or County of Florence. The business must have been established for not less than one year within the City or County of Florence and have a valid City of Florence Business License for a minimum of 12 months prior to the bid date.
- b. For purposes of this policy, a minority business enterprise (MBE) is defined as an MBE that is certified in accordance with South Carolina Regulations § 19-445.2160, as authorized by §11-35-5270 the South Carolina Code of Laws, as amended.
- c. When lowest bid is the principal determining factor in the selection process any “local business” as defined in Subsection A above that submits a responsible and responsive bid within 5% (if the business is located within the City of Florence) or 3% (if the business is located within Florence County) of the non-local bidder who submitted the lowest bid may match the bid submitted by the non-local bidder. A “local business” that is within the percentage guidelines of the lowest bid received shall then be eligible for award of the contract.
- d. If the lowest bid is not a “local business” and a “local business” is within the percentage guidelines of the lowest bid received, the “local business”, subject to the provision of Subsection H below, shall be awarded the contract if it is willing to provide goods or services at the same price of the lowest bid received.
- e. If conditions of Subsections C above are met and the qualified “local business” declines or is unable to match the lowest bid, then the option to do so moves to the next qualified “local business”, if such business' bid is within the percentage guideline of the lowest bid, and is similarly responsible and responsive.

- f. In the event there is no "local business" eligible or willing to match the lowest bid, the lowest responsible and responsive bid submitted by an MBE, if any, would be allowed the opportunity to match the bid submitted by the non-local bidder and thereby be awarded the contract when lowest bid is the primary determining factor in the bid selection process.
- g. If a procurement is to be made pursuant to state funding requirements, federal funding requirements, bond covenants, or other outside funding source requirements which prohibit or restrict local or MBE preference, then no local or MBE preference consideration will be given.
- h. The provisions for a local or MBE preference does not prohibit the right of the City to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, contractors, corporations, or other business entities submitting bids. Accordingly, the local or MBE preference for a particular procurement may be waived by the City Manager upon written recommendation and justification by the Department Director.

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

INSTRUCTION TO BIDDERS

A responsible bidder means a bidder who has the capability in all respects to perform fully the requirements mentioned in the bid document and the integrity and reliability which will assure good faith performance.

A responsive bidder means a bidder who has submitted a bid which conforms in all respects to the invitation to bid requirements.

PROTEST PERIOD: Any actual or prospective bidder, OFFEROR, or supplier who is aggrieved in connection with the solicitation or award of a contract/purchase order may formally protest in writing to the Finance Director. The protest may be submitted at any time during the procurement process. However, if a prospective bidder, OFFEROR, or supplier wishes to protest, the formal protest must be submitted in writing and must be received by the City *no later* than seven (7) days from the date that the aggrieved actual or prospective bidder, OFFEROR, or supplier has been informed of the bid results by the Purchasing Agent. Protests received by the City following seven (7) days after evaluation results have been released by the Purchasing Agent will not be considered by the City.

DISPUTES: In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the City of Florence shall be final and binding on all parties. The Purchasing Agent may request in writing, the recommendation of the head of the City agency using the item or other objective sources.

DEVIATIONS: Any deviations from the specifications contained herein, must be noted in detail on the respondent's response for the City of Florence's consideration. Failure to submit documentation of deviations shall be grounds for rejection of the item offered to the City of Florence.

CHANGES: Any changes in this invitation to bid after the purchase order/contract agreement

has been awarded must be with the written consent of the Purchasing Agent or the City Manager; otherwise, the responsibility for such changes lies with the supplier. Any changes to the specifications in this invitation to bid package shall be in writing and an addendum will go out to all prospective respondents so each respondent can compete equitably.

INQUIRIES: Questions concerning this invitation to bid should be directed to the City Purchasing Agent, Lynwood F. Givens in writing by e-mail at lgivens@cityofflorence.com. The deadline for the submission of all inquiries is **June 8, 2020 at 5:00 pm**. **Any changes to the specifications in the bid package shall be in writing in an addendum. All Addendums will be posted on the City of Florence website at www.cityofflorence.com. It will be the responsibility of bidders to periodically check the website for addendums.**

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the City of Florence pursuant to this contract/purchase order shall belong exclusively to the City of Florence.

A complete copy of the City of Florence Purchasing Policies and Procedures Manual can be downloaded from the City of Florence website at www.cityofflorence.com

Bids must be signed by an individual legally authorized to offer the pricing and response to this invitation to bid. Any bid that is not signed will be discarded.

SCOPE OF WORK

The selected company will be required to install shade structures to cover bleachers on concrete pads located at the Dr. Eddie Floyd Florence Tennis Center. A total of four shade structures are requested. Two must cover 21'0" ADA bleachers with a 45 + 2 seating capacity. The other two must each cover 2 sets of 15' bleachers with 3 rows. The minimum size of the two shade structures over the 21'0" ADA bleachers should be 24' by 12'. The minimum size of the remaining two shade structures should be 18' by 15'. All four should have a minimum clearance of at least 7' from the underneath plank. The coverings should be supported by powder-coated metal posts. The posts should be located in positions to minimize interference with viewing. The posts must be affixed to the concrete pad and footers will have to be poured for the post to be properly anchored. The City will select the colors for materials that best match existing structures and amenities at the tennis center. Each canopy must meet all of the acceptance of engineering practices as described below:

SPECIFICATIONS

Requirements

All materials used shall be structurally sound and appropriate for safe use. Product durability shall be ensured by the use of corrosion-resistant metals such as stainless steel and coatings such as zinc-plating, galvanizing, and powder-coating on steel parts, subject to the following:

1. Footings shall be designed per stringent International Building Code for specific fabric structure.
2. Shade structure material shall be attached to frame using a vinyl covered minimum ¼" diameter stainless steel and clear vinyl coated cable or suitable equivalent.
3. Cable fasteners are zinc-plated copper for maximum corrosion resistance.
4. Cables should be attached to provide an even distribution of any rafters and rafters are sealed with no penetrations on the top surface thereby preventing water from entering.

5. Cables should be correctly tensioned to create proper tautness.
6. Cables should be vandal-resistant.
7. Nominal Thickness: 0.057 inches.
8. Must be engineered to meet or exceed Wind speeds of 150 mph (frame only) and 90 mph (frame and canopy)
9. Must be designed to withstand weathering and fading- 7-8 light fastness (Blue Wool Scale) and 4-5 weather fastness (Grey Scale Test)
10. Blocks UV rays but allows some sunlight – including UV stabilizers for longevity
11. Inherently strong and durable (Designed with acceptance of engineering practices) and have a tear resistance of at least 210N (Warp) and 276N (Weft).
12. All hems and seams are double row, locked stitched
13. Water resistant
14. Fire retardant for safety (**must pass the requirements under the NFPA 701 Test Method 2 test standards for flammability and written evidence of compliance with this standard must be furnished with bid proposal**).
15. Warranty
 - a. Limited 20 Year Warranty on all upright posts and support structure frames against failure due to rust-through corrosion.
 - b. Limited 7 Year Warranty on fabrics - stitching thread degradation, cracking or material breakdown resulting from ultra-violet exposure and fastening device.
 - c. Limited 1 Year Warranty for remaining parts or products.

All warranty information should be included with bid proposal.

OTHER SPECIFICATIONS

1. Drawings of the proposed structures should be submitted to meet local building and safety codes
2. Structures shall be designed with acceptance of engineering practices
3. Covering shall have the capability of spanning extended distance with a clean look of hidden fasteners where available.
4. Include description of warranty on materials and labor.
5. The City of Florence shall select all colors associated with this project.
6. The winning bidder shall be responsible for all site preparation.
7. The winning bidder shall be responsible for removal and disposal of all debris from job site and shall leave the project in a “ready for immediate use” condition.

MANDATORY PRE-BID MEETING

The pre-bid meeting will be held on **June 1, 2020 at 2:00 pm at the Dr. Eddie Floyd Florence Tennis Center located at 1300 Jennie O’ Bryan Avenue, Florence, SC.** The purpose of the pre-bid meeting is to review the scope of work, specifications, and to receive questions from interested general contractors. **Attendance by a responsible representative of the firm is required at the pre-bid meeting. Firms not properly represented at the pre-bid meeting will not be considered for evaluation.**

BID RESPONSE

1. Bid price should include all costs for preparation, material, equipment, labor and supervision to complete the project in Invitation to Bid 2020-30
2. An Estimated Work Schedule
3. Provide a list of Three (3) references of similar work
4. Warranty

CRITERIA FOR BID AWARD

Firms are requested to submit two (2) copies of the bid on the City of Florence Bid sheet included in this invitation to bid. Please include an estimated construction schedule, warranty information and reference with your bid. The bid will be awarded to the lowest responsible/responsive bidder that best meets the City of Florence's specification/scope of work, taking into consideration but not limited to the following:

1. Price
2. Quality of Product
3. Timeliness
4. Warranty (Product warranty should be included in the bid response)

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

Bid tabulations will be sent to all bidders via email and posted on the City of Florence website at www.cityofflorence.com.

Before the award of contract/purchase order, any respondent may be required to show that they have the necessary license, facilities, experience, ability, and financial resources to perform the work in a satisfactory manner. Respondents may be required to furnish the City with sworn statements as to their experience. No contract/purchase order will be awarded except to responsible offerors capable of performing the class and type of work required.

SALES TAX

The City of Florence pays SC sales tax in the amount of 8%. However, the City of Florence is exempt from Federal Taxes and will issue exemption certificates, if requested. **INCLUDE SALES TAX WITH YOUR BID.**

SC ILLEGAL IMMIGRATION REFORM ACT

By signing this bid or proposal, the Contractor certifies that it will comply with, and will remain in compliance with during the term of the contract, the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the City of Florence upon request any documentation required to establish either:

(a) that Title 8, Chapter 14 is inapplicable both to the Contractor and its subcontractors and/or sub-subcontractors; or

(b) that both the Contractor and its subcontractors and/or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, the Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to:

- (a) comply with the applicable requirements of Title 8, Chapter 14, and

(b) include in your contracts with any subcontractors language requiring the subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

REQUIRED INSURANCE INFORMATION

The firm 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. The firm shall agree to 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 Purchasing Agent by an appropriate certificate-of-insurance issued by the firm's insurance agent.

Further, the firm shall agree to insure prior to commencement of work on the project (job), all subcontractors, agents, assigns or employees of prime firm 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 firm shall insure that all subcontractors, agents or assigns of the firm, 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 Purchasing Agent by an appropriate certificate-of-insurance issued by applicable entity's insurance agent.

With regards to comprehensive general liability insurance, claims may be made during or after the term or terms of the contract/purchase order agreement.

Vehicle liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence shall be maintained by the firm.

The successful firm shall take out 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 \$1,000,000.00, and in case any such services are sublet, the firm shall require all subcontractor(s) also to provide workers' compensation and employer's liability insurance in an amount not less than \$1,000,000.00 for all of the subcontractor's employees to be engaged in such.



City of
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**INVITATION TO BID NO. 2020-31
TENNIS CENTER CANOPY**

Total cost (including tax) including materials, equipment, fuel, labor, supervision, and all other resources necessary to complete the project as described in the invitation to bid.

TOTAL BID: \$ _____

Authorized Signature Printed Name Date

Company Name

Federal Tax ID. E-Mail Address

Mailing Address (Include Zip Code)

Telephone Number Fax Number