Solicitation Number: 0414-01

Solicitation Description: Automated Gate Installation for PDRTA

Solicitation Opening Date and Time: 3:00 PM on April 13, 2014

**THE FOLLOWING MUST BE RETURNED IN A BID PACKAGE**

- Signed solicitation - Make sure only one bid per envelope and IFB number and description of IFB is showing on front of the envelope.

- Signed amendment (if any)- It is the responsibility of the offeror to check website (www.pdrlta.org) for any amendments.

- The bid package must be delivered by the time and date on the solicitation. Make sure to review the timeline in the IFB.

- Three references, Bidder's SC License Number - The bid must also include a minimum of three (3) references for whom similar work as defined in the Scope of Work has been completed. This list should include names, addresses and telephone numbers.

- Signed Federal Transit Administration (FTA) clauses & certifications-if applicable.

- Signed Bid (cost) sheet.
**DISCUSSIONS/NEGOTIATIONS**

By submission of a bid, vendor agrees that during the period following issuance of a bid and prior to notification of intent and/or award of contract, vendor shall not discuss this procurement with any party except members of the PDRTA’s procurement office or other parties designated in this solicitation. Vendor shall not attempt to discuss with or negotiate with the end user any aspects of the procurement with prior approval of the procurement officer responsible for the procurement.

**BID ACCEPTANCE AND DELIVERY STATEMENT**

In compliance with the invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within **30 days** from date of opening to furnish any or all items/services quoted at prices set forth and make delivery **within 60 days** after receipt of order with all transportation costs included and prepaid.
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Part VIII  Scope of Work
Attachment Federal Clauses and Federal Certifications
APPENDIX A Bid (Cost) Sheet
INSTRUCTIONS TO BIDDERS

All bids must be sealed.

2. Bids, amendments thereto or withdrawal requests must be received by the time advertised for bid opening to be timely filed. It is the vendor’s sole responsibility to insure that these documents are received by the person (or office) at the time indicated in the solicitation document. Any withdrawal request received after time of opening shall be by the regulations in SC Consolidated Procurement Code.

3. When specifications or descriptive papers are submitted with bid invitation, enter bidder’s name thereon.

4. Submit your signed bid on this form. Show bid number on envelope as instructed. The PDRTA assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a bid number are placed directly under locked security until the date and time of opening. DO NOT INCLUDE MORE THAN ONE BID INVITATION PER ENVELOPE. If directing any other correspondence, address the envelope to the procurement officer but DO NOT include the bid number on this envelope since it does not include your bid.

PART II - GENERAL PROVISIONS

1. The PDRTA reserves the right to reject any and all bids and to cancel the solicitation.

2. **PAYMENT TERMS:** Unit prices will govern over extended prices unless otherwise stated in the bid invitation. Payment terms will be net 30 after services are performed.

3. **BIDDERS QUALIFICATION:** Bidders must furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The PDRTA reserves the right to make final determination as to the bidder’s ability to provide the products or services requested herein. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.

4. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing from the procurement office. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing. If it becomes necessary to revise any part of the IFB, an amendment will be provided to all eligible bidders. The solicitation may be amended at any time prior to opening. All actual and prospective bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment before closing the IFB.

5. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope of work and restrictions under the conditions of this bid and it is expected this may require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

6. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the IFB and is most advantageous to PDRTA. All items unless otherwise stated will be assumed to meet all specifications and requirements as set forth in this invitation for bid. Ambiguous bids which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected or otherwise disregarded. All notices of Awards or notice of Intent to Award will be posted in the lobby of the Administrative Office at 313 S. Stadium Road, Florence, SC 29506 unless stated otherwise in this solicitation.
8. **COMPETITION:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the PDRTA procurement office in writing within fifteen (15) days of the date of issue. The solicitation may or may not be changed but a review of such notification will be made prior to award.

9. **WAIVER:** The PDRTA reserves the right to waive any instruction to bidders, general or special provision, general or special condition, or specifications deviation in accordance with the authority provided in the regulations of the SC Consolidate Procurement Code.

10. **ORDER OF PRECEDENCE:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order:
    A. The bidding schedule,
    B. General provisions and general conditions,
    C. Instruction to bidders,
    D. Special provisions or special conditions of the contract whether incorporated by reference or otherwise, and
    E. The specifications.

11. **CORRECTIONS OR ERRORS ON THIS BID FORM:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

12. **BIDDING CONDITION OF PRICE:** Bid price must be fixed for the term of the contract, except the PDRTA shall be advised of, and receive the benefit of, any price decrease. The Contractor must agree to provide written price reduction information within ten (10) days of its effective date.

13. **TERM/OPTION TO EXTEND:** INITIAL CONTRACT PERIOD: Until Automated Gates are in installed and approved by the PDRTA. See Warranty Information in the Scope of Work.

14. **PRICE ADJUSTMENT BASED ON CONTRACTORS COST:** Any request for price increase must be submitted to the PDRTA purchasing office at least ninety (60) days prior to the automatic renewal date. (Price increases will only become effective if approved in writing by the PDRTA Purchasing office after negotiations).

15. **LETTERS OF RECOMMENDATION:** The bid must also include a minimum of three (3) references for which similar work as defined in the Scope of Work has been completed. This list should include names, addresses and telephone numbers.

**PART III-GENERAL CONDITIONS**

1. **DEFAULT:** In case of default by the Contractor, the PDRTA reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible bidder until the assessed charge as been satisfied.

2. **NON-APPROPRIATIONS:** Any contract entered into by the PDRTA resulting from this bid invitation shall be subject to cancellation without damages of further obligation when funds are not
4. **FORCE MAJURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of god or of the public enemy, acts of government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by default of a subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

5. **SAVE HARMLESS:** *(This general condition does not apply to solicitations for service requirements).* The successful bidder shall indemnify and save harmless the PDRTA and its officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. Bidder shall have no liability to the PDRTA if such patent trade mark or copyright infringement or claim is based upon the bidder’s use of material furnished to the bidder by the PDRTA.

6. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

7. **QUALITY OF PRODUCTS:** *(This general condition does not apply to solicitations for printing or service requirements).* Unless otherwise indicated in the bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in the SC Consolidate Procurement Code and Regulations, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least five (5) days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the bid invitation.

8. **TAX CREDIT AVAILABILITY:** Vendors interested in income tax credit availability by subcontracting with certified minority firms should contact the office of Small & Minority Business Assistance, 1205 Pendleton Street, Columbia, South Carolina (803-734-0562).

9. **S.C. LAW CLAUSE:** Upon award of a contract 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 himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the state.

10. **TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by the PDRTA’s procurement office providing a thirty (30) day advance notice in writing is given to the Contractor.
A. TERMINATION FOR CONVENIENCE: In the event that this contract is terminated or cancelled upon request and for the convenience of the PDRTA without the required thirty (30) days advance written notice, then the PDRTA may negotiate reasonable termination costs, if applicable.

B. TERMINATION FOR CAUSE: Termination by the PDRTA for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply (see general conditions #1).

The performance of work under the Agreement may be terminated by the PDRTA, in accordance with this clause, in whole or in part, in writing, whenever the PDRTA shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

The PDRTA has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

The PDRTA may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed and accepted by the PDRTA through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontractors and material purchase orders shall not expose the PDRTA to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the PDRTA’s election to terminate this contract in whole or in part for its convenience.

11. ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the PDRTA’s procurement office.

12. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

13. ITEM SUBSTITUTION: This general condition does not apply to solicitations for printing or service requirements. No substitutions will be allowed on purchase orders issued by the agency without permission of the PDRTA’s procurement office.

14. RESTRICTION/LIMITATIONS: No purchases are to be made from this contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this contract.

15. PURCHASES FROM OTHER SOURCES: (This general condition does not apply to solicitations for printing or service requirements). The PDRTA reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.

16. INDEMNIFICATION: The PDRTA, its officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on
the part of the using agency or failure of the using agency to use the materials in the manner outlined in the literature or specifications submitted with the Contractor's bid.

And Federal funds received by PDRTA will be used as a component of the overall funding. Accordingly, the selected firm will be required to comply with all applicable State, Federal, and contracting provisions required by the State and Federal funding authority, including Civil Rights, Disadvantaged Business Enterprises (DBE), Drug Free Workplace and other applicable assurance provisions. The PDRTA's overall goal for DBE participation is 2%. A separate contract goal has not been established for this procurement. In addition, the contract must be in compliance with Federal, State, and Local requirements applicable to such contract.

PART IV - GENERAL INSTRUCTIONS

1. RECEIPT AND DEADLINE OF PROPOSAL: State law requires that a copy of the bid be submitted no later than the date and time specified in the Invitation for Bid. Bidders mailing bids should allow a sufficient mail delivery period to insure timely receipt of their proposals by the issuing office. Any bid received after the scheduled opening date and time will be immediately disqualified in accordance with the SC Consolidated Procurement Code and Regulations.

2. PUBLIC OPENING: Offers will be publicly opened at the date/time and at the location identified on the cover page, or last Amendment, whichever is applicable.

3. QUESTIONS FROM BIDDERS: Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than 10:00 A.M. March 27, 2014 (refer to the timeline on page 11) prior to opening unless otherwise stated on the cover page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Bidders as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Bidders. PDRTA seeks to permit maximum practicable competition. Bidders are urged to advise the Procurement Officer as soon as possible regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

4. FUNDING: The Offeror shall agree that funds expended for the purposes of the contract must be appropriated by the Federal Transit Administration and the South Carolina Department of Transportation for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the PDRTA's right to pursue and contract for alternate solutions and remedies as deemed necessary by the State Agency for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

5. RESPONSIVENESS / IMPROPER OFFERS: (January 2006) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation responsiveness. Any offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers that impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the PDRTA cannot be determined. Bidders will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

A. Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.
B. Unbalanced Bidding. The PDRTA may reject any bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Authority even though it may be the lowest evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

6. SUBMITTING CONFIDENTIAL INFORMATION: (August 2002) An overview is available at www.state.sc.us/mmo/legal/foia.htm). For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark every page, or portion thereof, with the word "CONFIDENTIAL", that Offeror contends contains information that is exempt from public disclosure because it is either:
   A. A trade secret as defined in Section 30-4-40(a)(1), or
   B. Privileged and confidential, as that phrase is used in Section 11-35-410.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark every page, or portion thereof, with the words "TRADE SECRET", that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark every page, or portion thereof, with the word "PROTECTED" that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror:
   A. Agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED",
   B. Agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and
   C. Agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

7. RIGHT TO PROTEST: Any Offeror desiring to exercise rights under the (Right to Protest) of the South Carolina Consolidated Procurement code should direct all correspondence to Executive Director, PDRTA, 313 S. Stadium Road, Florence, SC 29506

8. COST: Cost submitted with bid shall be firm for a period of at least 90 days from the closing date.

9. UNSUCCESSFUL BIDDERS: Bidders not awarded a contract under this solicitation, may request return of their bids within thirty (30) days after notification of award is mailed. All cost of
If Federal Express, UPS or other shipping number is not received with request, all materials will be destroyed.

**DISCUSSION WITH RESPONSIVE BIDDERS:** Discussions may be conducted with responsive bidders who submit bids for the purpose of clarification to assure full understanding of the requirements of the request for bids. All bidders, whose bids, in the procuring agency's sole judgment, needing clarification shall be accorded such an opportunity.

11. **PAYMENT FOR GOODS & SERVICES:** Payment for goods and services received by the State shall be processed in accordance with PDRTA’s Finance Policy.

12. **TAXES:** The PDRTA is a Public Entity of the State of South Carolina and does not pay tax. A copy of the PDRTA’s Tax Exemption Certificate will be furnished upon request. Do not include any taxes in the bid price shown that the PDRTA may be required to pay. Federal taxes where applicable shall be eliminated.

13. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

14. **CHOICE-OF-LAW:** The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term “agreement” means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

15. **FIXED PRICING REQUIRED:** Any pricing provided by Contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, Contractor’s price shall be fixed for the duration of this contract, including option terms and this clause does not prohibit Contractor from offering lower pricing after award. The Contractor must agree to provide written price reduction information within ten (10) days of its effective date.

16. **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE:** Any contract resulting from this solicitation shall consist of the following documents:
   A. A Record of Negotiations, if any, executed by you and the Procurement Officer
   B. Documentation regarding the clarification of an offer, if applicable,
   C. The solicitation, as amended,
   D. Modifications, if any, to your offer, if accepted by the Procurement Officer,
   E. Your offer,
   F. Any statement reflecting the PDRTA’s final acceptance (a/k/a "award"), and
   G. Purchase orders.

These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. The terms and conditions of documents A through G above, shall apply notwithstanding any additional or different terms and conditions in either a purchase order or other instrument submitted by the PDRTA or any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.
PART V - TERMS AND CONDITIONS – SPECIAL

1. CONTRACTOR PERSONNEL: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

2. MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

3. SHIPPING / RISK OF LOSS F.O.B., freight prepaid. Destination is the PDRTA, 313 S. Stadium Road, Florence, SC 29506. It is agreed by the parties hereto that delivery by the Contractor to the common carrier does not constitute delivery to the department. Any claim for loss or damage shall be between the Contractor and the carriers.

PART VI - SPECIAL PROVISIONS

PDRTA is soliciting competitive sealed bids to install automated gates at the Administrative Property in Florence, SC. Therefore, the Purchasing Department is interested in soliciting interest, credentials and prices from professional fencing contractors through a bidding process to remove the old gates and replace it with new automated gates. All respondents to this request must be fully licensed contractors. PDRTA request three references and bidder's SC License Number.

1. In an effort to provide an equal opportunity for all qualified vendors please contact Sandy Garris, Purchasing Manager, at 843-665-2227 ext. 109 or sgarris@pdrta.org to set up appointment to critique the project and discuss general requirements.

2. An agency contract will be awarded by the PDRTA's Procurement Office for the period indicated and in accordance with the provisions and conditions of this solicitation. Award will be made to one bidder.

3. Bid prices must include any environmental charges and/or incidental cost.

4. SEE SCOPE OF WORK, ATTACHED FEDERAL CLAUSES AND CERTIFICATIONS and APPENDIX A (Bid sheet – This form must be used).

PART VII - TIMELINE

Below is the schedule for accepting and choosing bids:

<table>
<thead>
<tr>
<th>Date</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/13/14</td>
<td>Request For Bid Issued</td>
</tr>
<tr>
<td>3/13/14</td>
<td>South Carolina Business Opportunities (SCBO) advertisement</td>
</tr>
<tr>
<td>3/27/14</td>
<td>Questions submitted by fax or electronic mail to Sandy Garris, PDRTA, 10:00 A.M.</td>
</tr>
<tr>
<td>4/3/14</td>
<td>All questions will be answered by Sandy Garris, PDRTA</td>
</tr>
<tr>
<td>4/13/14</td>
<td>Request For Bids Due at PDRTA, 3:00 PM</td>
</tr>
<tr>
<td>4/21/14</td>
<td>Statement to Award will be posted on the window in PDRTA's lobby at the Administrative Office, 313 S. Stadium Road, Florence, SC 29506 and PDRTA's website (<a href="http://www.pdrta.org">www.pdrta.org</a>)</td>
</tr>
</tbody>
</table>
PART VIII – SCOPE OF WORK

These are details of what PDRTA expects from the successful bidder. All specs and regulations contained before the "Scope of Work" shall be guidance for project completion and must be strictly adhered to.

Provide all labor and materials to remove the existing installed gates and hardware and dispose of in accordance with all local, state and federal codes.

Provide all labor and materials necessary to install and test replacement equipment. In accomplishing satisfactory replacement the following requirements will be met:

a. Install new 48" wide pedestrian walk gate with 3 strands of barbwire and new hardware. Gate will not be automated but should be secured with a keyed locking device. Gate should have electric strike dead latch
b. The existing (4) Chain Link Roll Gates and hardware need to be removed.
c. Manufacture, install, align, adjust and conduct an operational test on (4) new cantilevered drive gates with each having independent Slide-Drive Gate Openers with all necessary hardware.
d. The operators will be used at a very low frequency. A typical day will be opening the gates in the early morning and closing them once at the end of the business day. Gates will not continuously open with traffic but should be constructed to increase frequency if needed.
e. New support Post(s) will be required for each gate.
f. Each opener will need to be secured on a concrete pad that meets specifications and there are not existing pads on property. Contractor shall pour (4) concrete pads.
g. (4) Automatic exit sensors shall be installed in the drive way, (4) exterior entry key pad combinations shall be installed.
h. A visor-remote and/or key-fob shall be supplied for the gate operators. They should be programmable to allow single device to open multiple gates. 8 remotes or key-fobs shall be supplied. These will be in addition to the key pad entry with code.
i. Gates/Opener should include sensors to stop gates from closing when not clear.
j. All electrical components shall be provided and installed by the contractor. The successful contractor will provide main electrical service to gates. If third party is required for electrical the contractor must provide the company name and contact information of the electrical contractor. Proof of insurance and (3) references must be provided in the bid package.
k. The new gates to be installed will go across the entire driveways. The gate openings are approximately 24\(\times\) 20\(\times\) 20\(\times\) and 18\(\times\)
l. The gates shall be 6\(\times\) tall, cantilevered and constructed of aluminum covered with 2\(\times\) 9 gauge chain link fabric.
m. The gates should also include 3 strands of barbed wire at the top for the length of the gate.
n. Gates should have a keyed release that would allow gates to be opened upon power outage.
o. The exiting sensor is to be fully functional for the exit side of the gate, and the main gate operating station shall be installed and functional from inside of the main administration building. The authority will need to be able to close and open gates from inside the facility. A single open/close switch that operates all openers is what the agency desires.
p. Contractor must provide manufacturers manuals
1.01 GENERAL REQUIREMENTS AND STAGES OF WORK
S: The work consists of providing all labor, materials remove and replace the (4) front gates and install (1) Pedestrian Walk-Thru Gate located at Pee Dee Regional Transportation Authority at 313 S. Stadium Road Florence, S.C. 29506.

B. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK: Upon acceptance the contractor shall commence work NLT Forty Five (45) days after notice to proceed and work diligently to complete the entire work ready for use by Sixty (60) working days after contract award. Work must be completed in a fashion that allows PDRTA to secure the property from 6:00pm until 5:30am Mon-Fri and from 6:30pm Friday until 5:30am Monday. A holiday schedule may require an adjustment in this format.

1.02 REFERENCES:
A. Underwriters Laboratory Gate Operator Requirements (UL 325). See 3.02 C.
   1. Automated/operated vehicular gates are not to be used for pedestrian traffic. Separate pedestrian gates must be provided if pedestrian traffic is expected. Pedestrians should not enter and exit through automated vehicular gates.

B. ASTM F 2200 – Standard Specification for Automated Vehicular Gate Construction. See 2.01 B.

C. ASTM F 1184 Standard Specification for Industrial and Commercial Horizontal Slide Gates, Type II, Class 2. See 3.02 B.

D. American Welding Society AWS D1.2 Structural Welding Code. See 2.01 C and 2.03 D.

1.03 SUBMITTAL:
A. Product Data:
   1. Provide manufacturer's catalog cuts with printed specifications and installation instructions.
   2. If operated gate system, furnish two (2) copies of operation and maintenance data covering the installed products.

B. Shop Drawings:
   1. Supply shop drawings showing the gate system, including details of all major components.
   2. Include details of gate construction, gate height, and post spacing dimensions.

C. Certification of Performance Criteria:
   1. Manufacturer of gate system shall provide certification stating the gate system includes the following material components that provide superior performance and longevity. Alternate designs built to minimum standards that do not include these additional structural features shall not be accepted.
      a. Gate track system shall be keyed to interlock into gate frame member (providing 200% additional strength when compared to weld only keyless systems). When interlocked with and welded to the "keyed" frame top member, gate track forms a composite structure.
minimum counterbalance length of 50% opening width which case in lateral resistance (when compared to ASTM counterbalance). If gate is ever to be automated, shall be filled with fabric or other specified material.

Structural integrity, intermediate vertical members shall be used - with spacing between verticals to be less than 50% of the gate frame height.

d. Entire gate frame (including counterbalance section) shall include 2 adjustable stainless steel cables (minimum 3/16") per bay to allow complete gate frame adjustment (maintaining strongest structural square and level orientation).

e. Gate truck assemblies shall be tested for continuous duty and shall have precision ground and hardened components. Bearings shall be pre-lubricated and contain shock resistant outer races and captured seals.

f. Gate truck assemblies shall be supported by a minimum 5/8" plated steel bolt with self aligning capability, rated to support a 2,000 # reaction load.

g. Hanger brackets shall be hot dipped galvanized steel with a minimum 3/8" thickness that is also gusseted for additional strength.

h. Gate top track and supporting hangar bracket assemblies shall be certified by a licensed professional engineer to withstand a 2,000 lb. vertical reaction load without exceeding allowable stresses.

D. Certifications:

1. Gate in compliance with ASTM F 2200, Standard Specification for Automated Vehicular Gate Construction per section 2.01 B.

2. If operated gate system, gate operator shall be in compliance with UL 325 as evidenced by UL listing label attached to gate operator.

3. The aluminum welders and welding process must be certified per section 2.03 C.

4. Manufacturer shall supply gate design performance certification as per section 1.03 B.

PART 2 - PRODUCTS:

2.01 CANTILEVER SLIDE GATE MANUFACTURERS:

A. All gate systems must be submitted to PDRTA’s team in accordance with substitution requirements as set forth in the general provisions of the specification manual for approval during the bid process. Products submitted must meet performance criteria as per section 1.03 C. Products submitted after the bid date will not be approved.

B. Gate manufacturer shall certify gate is manufactured in compliance with ASTM F 2200, Standard Specification for Automated Vehicular Gate Construction. See 1.03 D.1.

C. Gate manufacturer shall provide independent certification as to the use of a documented Welding Procedure Specification and Procedure Qualification Record to insure conformance to the AWS D1.2 welding code. Upon request, Individual Certificates of Welder Qualification documenting successful completion of the requirements of the AWS D1.2 code shall also be provided. See 1.03 D.3.

2.02 GATE DIMENSIONS:
Gate dimensions shall be as shown on detailed drawings.

2.03 GATE CONSTRUCTION DETAILS:

A. Gate Frame:

1. The gate frame shall be fabricated from 6063-T6 aluminum alloy extrusions. The top member shall be a 3" x 5" (76mm x 127mm) aluminum structural channel/tube extrusion weighing not less than 3.0 lb/lf (4.4kg/m). To maintain structural integrity this frame member shall be "keyed" to interlock with the keyed track member. If fabricated as a single horizontal piece, the bottom member shall be a 2" x 5" (51mm x 127mm) aluminum structural tube weighing not less than 2.0 lb/lf (2.9kg/m). If fabricated in two horizontal pieces, the bottom member shall be a 5" (127mm) aluminum structural channel weighing not less than 2.6 lb/lf (3.8kg/m). When the gate frame is manufactured in two horizontal pieces or sections, they shall be spliced in the field (the gate frame shall be fabricated in one or multiple sections depending on size requirements or project constraints).

B. Vertical Members (Chain Link):

1. The vertical members at the ends of the gate frame shall be P-shaped in cross section with a nominal base dimension of no less than 2\( \times \) 2\( \times \) (51mm x 51mm) and weighing not less than 1.6 lb/lf (2.3kg/m). Major 2\( \times \) 2\( \times \) (51mm x 51mm) vertical members weighing not less than 1.1 lb/lf shall separate each bay and shall be spaced at less than gate height intervals.

2. Intermediate 1\( \times \) 2\( \times \) (25mm x 51mm) vertical members weighing not less than .82 lb/lf shall alternate between 2\( \times \) 2\( \times \) major members.

C. Gate Track:

1. The gate frame shall have a separate semi-enclosed keyed track, extruded from 6005A-T61 or 6105-T5 aluminum alloy, weighing not less than 2.9 lb/lf (4.2kg/m). The track member is to be located on only one side of the top primary. Welds to be placed alternately along the top and side of the track at 9" (229mm) centers with welds being a minimum of 2" (51mm).

D. All welds on the gate frame shall conform to Welding Procedure Specification and Procedure Qualification Record to insure conformance to the AWS D1.2 Structural Welding Code. All individual welders shall be certified to AWS D1.2 welding code. See 1.02 D.

E. Gate Mounting:

1. The gate frame is to be supported from the track by two (2) swivel type, self-aligning, 4-wheeled, sealed lubricant, ball-bearing truck assemblies.

2. The bottom of each support post shall have a bracket equipped with a pair of 3\( \times \) (76mm) UHMW guide wheels. Wheel cover protectors shall be included with bottom guides to comply with UL325.

3. Gap protectors shall be provided and installed, compliant with ASTM F 2200-05.

F. Diagonal Bracing:

1. Diagonal "X" bracing of 3/16" (5mm) minimum diameter stainless steel aircraft cable shall be installed throughout the entire gate frame.

G. The gate shall be completed by installation of approved filler as specified.
1. Chain Link: 2" x 2" x 9 gauge aluminized steel chain link fabric shall extend the entire length of the gate (if operated gate, counterbalance must also have fabric to comply with ASTM F2200, see 1.03 C.1) Fabric shall be attached at each end of the gate frame by standard fence industry tension bars and tied at each 2" x 51mm) vertical member with standard fence industry ties. ASTM F2200 requires attachment method that leaves no leading or bottom edge protrusions (cannot exceed 0.5 inch).

H. Opener Specs.
1. All (4) openers shall be the exact same units for ease of PM and parts inventory.
2. All units shall be 1 horsepower and rated for a minimum of 25ft opening.
3. Speed should be a minimum of 11 inches/second
4. Max gate weight should be a minimum of 1,400 lb.
5. Opener shall automatically assume fail-safe mode when an entrapment occurs
6. Complies with UL 325, UL 991 and ASTM F2200
7. Manufacturer's warranty shall be a minimum of 2 years but 5 years is preferred.

2.04 POSTS:
A. A single set of support posts shall be minimum 4" O.D. (102mm) round Schedule 40 or 4" x 4" x 3/16" wall square steel tubing, grade 500. Gate posts shall be galvanized or coated and supported in concrete footings as specified by the design team.

2.05 FINISH:
A. Gate to be mill finish aluminum or color coated with polyester powder as specified. If powder coated, the gate (including track member) and all accessories shall be pretreated chemically by sand blasting or other acceptable method to ensure proper coating adherence.

2.06 WARRANTY:
A. The truck assembly shall be warranted against manufacturing defects by the manufacturer for a period of (5) five years from date of sale.

PART 3 - EXECUTION:
3.01 Final grades and installation conditions shall be examined. Installation shall not begin until all unsatisfactory conditions are corrected.

3.02 INSTALLATION:
A. Equipment in this section shall be installed in strict accordance with the company’s printed instructions unless otherwise shown on the contract drawings.
B. The gate and installation shall conform to ASTM F1184 standards for aluminum cantilever slide gates, Type II, Class 2. See 1.02 C.
C. If the gate system is to be automated, the gate and installation shall also comply with ASTM F 2200 and UL 325. See 1.02 A and 1.02 B.

3.03 SYSTEM VALIDATION:
A. The complete system shall be adjusted to assure it is performing properly.
B. The system shall be operated for a sufficient period of time to determine that the system is in proper working order.
C. For operated gate systems - test and explain safety features:
1. Each system feature and device is a separate component of the gate system.

2. Read and follow all instructions for each component.

3. Ensure that all instructions for mechanical components, safety devices and the gate operator are available for everyone who will be using the gate system.

4. The warning signs shipped with the gate operator must be installed in prominent position on both sides of the gate.

5. Ensure the owner is clear with regard to the safety points concerning the basic operational guidelines of the safety features of the gate operator system. These safety points are listed in the gate operator manual and must be read prior to system use.

4. SITE VISIT AND CONTACT: All bidders should visit the site to verify any/all quantities before submitting bids. Interested parties shall make arrangements for a site visit with PDRTA by calling the Purchasing Manager, Sandy Garris at 843-665-2227 ext 109 or Don Strickland at ext. 136.

5. CONDITIONS AFFECTING THE WORK: The Offeror should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, the general and local conditions which can affect the cost of the work thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.

6. AFTER AWARD OF THE CONTRACT: The contractor must immediately notify PDRTA of his intended start date. The work shall be done in accordance with the specification. Work shall be carried out in a manner to prevent interruption of the PDRTA's normal business functions.

7. WORKMANSHIP: All work shall be accomplished with the best standard practices, and by workmen thoroughly experienced in the required trades. The work shall be supervised by experienced personnel and shall be satisfactory to PDRTA.

8. PERMITS: The contractor shall without additional expense to PDRTA, obtain all appointments, licenses, and permits required for the prosecution of the work. The contractor shall comply with all applicable federal, state and local laws.

9. CLEAN UP: All trash and debris shall be removed from the site daily. The job site shall be left in a clean and neat manner.

10. WORK OUTSIDE REGULAR HOURS: If the contractor desires to carry on work on Saturday, Sunday, holidays or outside PDRTA regular office hours, (0700-1800) he/she may submit a request in writing to PDRTA for approval consideration. Contractor must receive approval to operate during non office hours. The contractor shall allow ample time to enable satisfactory arrangements to be made by PDRTA for inspecting the work in progress. Steps to limit the disturbance of the PDRTA's standard routine should be taken and agreed upon by both contractor and PDRTA prior to accomplishing any work.

11. UPON COMPLETION OF WORK: Contact the PDRTA to arrange for inspection/acceptance of work.

12. IDENTIFICATION OF CONTRACTOR PERSONNEL AND VEHICLES: The contractor shall provide a detailed list of all employees including sub-contractors to PDRTA three (3) days prior to commencing work.

13. SAFETY REQUIREMENTS: The contractor shall conform to all state and local safety requirements. The contractor and his employees shall become familiar with and obey all local regulations including fire, traffic, and security regulations. There will be no smoking in PDRTA Buildings. No underage visitors authorized onsite. Employees and suppliers only, no dependants, minors or anyone else not directly associated with the ongoing work.
FOR BARRED WIRE
ADD 1'

ROLLERS ARE SHOWN
WITHOUT SAFETY COVERS.
SAFETY COVERS ARE
REQUIRED.

* ALL WELDED CONSTRUCTION

STANDARD CANTILEVER SLIDE GATE

PROJECT

GENERAL CONTRACTOR

PERMIL CONTRACTOR

DATE

SUBMITTED BY
TRUCK ASSEMBLY
With sealed roller bearings

DEFAULT SPECIFICATIONS
Uprights: 2" S.Q .125 Wall
Diagonals: 1-1/4" S.Q .125 Wall
Top Track: 6"x 3-1/4"
Bottom Track: 3-1/4"x 3-1/4"
All Material 6061-T6 Extruded

STEPHENS PIPE & STEEL
OnGuard Aluminum Fence Systems

Project:
SPS OnGuard 25' Aluminum Slide Gate With Barb

Drawing No.
SPS-OG-25-ASG-1

Joshua Southen
Draftsman
Appendix A:

Below is the Cost Schedule that should be used when submitting a bid for this solicitation: be a formal written price bid for the cost of each item detailed the Scope of Work.

**SCHEDULE OF PRICES - Gate Project 2014**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT OF MEASURE</th>
<th>A QUANTITY</th>
<th>B UNIT PRICE</th>
<th>C (A x B) TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Automatic Gate Opener with all Components including electrical</td>
<td>Lump Sum</td>
<td>4</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>24' Aluminum Cantilever Slide Gate and all Hardware</td>
<td>Lump Sum</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td>20' Aluminum Cantilever Slide Gate and all Hardware</td>
<td>Lump Sum</td>
<td>2</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>18' Aluminum Cantilever Slide Gate and all Hardware</td>
<td>Lump Sum</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>48&quot; Pedestrian Walk Gate w/barbwire and all Hardware</td>
<td>Lump Sum</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6.</td>
<td>Labor for Installation of all Gates, Openers, Electrical and removal of existing gates</td>
<td>Lump Sum</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7.</td>
<td>TOTAL OF LINES 1-6</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Receipt of Amendment (if any) - Please check [www.pdrsa.org](http://www.pdrsa.org) to make sure you have all amendments.

1. ___________________________ ___________________________  
   Authorized Signature

2. ___________________________  
   Authorized Signature

3. ___________________________  
   Authorized Signature
The undersigned of this form as Offeror, upon receipt of contract acceptance hereby agrees to furnish the above items to the PDRTA in accordance with all the instructions that have been carefully reviewed and examined by the Offeror. The Offeror has submitted this proposal with the understanding that the acceptance in writing by the PDRTA of this offer to furnish the services described herein shall constitute a contract between the Offeror and the PDRTA which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with the terms and conditions as set forth in the Invitation for Bid.

___________________________________         _________________________________
Signature                                                                 Company

__________________________________
Date