

COUNTY OF NEWBERRY
Purchasing Department, Post Office Box 156, Newberry, SC 29108
Ph: (803) 321-2100 / Fax: (803) 321-2102

INVITATION FOR BIDS

BID NUMBER: 2020-0114

DATE: January 14, 2020

OPENING DATE AND TIME:

February 4, 2020 @ 3:00 p.m.

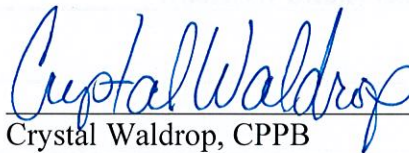
SUBMITTAL ADDRESS:

Newberry County Courthouse Annex, 1309 College Street, Newberry (Hand Delivered) Conference Room
Post Office Box 156, Newberry SC 29108
(US Postal Service Delivered)

PROCUREMENT FOR: Animal Shelter Storage Building

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for the delivery of bids which are mailed. BID NUMBER MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE.

DIRECT ALL INQUIRIES TO:



Crystal Waldrop, CPPB
Purchasing Director
Post Office Box 156
Newberry SC 29108

NOTICE TO BIDDERS: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. 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. All amendments to and interpretations of this solicitation shall be in writing and issued by the Purchasing Director of the County. Newberry County shall not be legally bound by an amendment or interpretation that is not in writing.

COUNTY OF NEWBERRY
Purchasing Office, 1309 College Street, Post Office Box 156, Newberry S.C. 29108
Ph: (803) 321-2100 / Fax: (803) 321-2102

BIDDERS SCHEDULE

BID NUMBER: 2020-0114 **DATE:** January 14, 2020

OPENING DATE AND TIME: February 4, 2020 @ 3:00 p.m.

OPENING LOCATION: Newberry County Courthouse Annex, Conference Room
1309 College Street
Newberry, SC 29108

PROCUREMENT: Animal Shelter Storage Building

Lump Sum Bid: \$ _____

***Bids shall be good for forty-five (45) days from the date of submittal**

VENDOR: _____ **SIGNATURE:** _____

Name of Authorized Contact (hand written): _____

Email Address: _____

Address: _____

Phone & Fax: _____

FEIN: _____

Contractor's SC License #: _____

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid is required unless otherwise specified.
2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the purchasing office at the time indicated in the bid document.

PLEASE NOTE THE VENDOR IS ULTIMATELY RESPONSIBLE FOR VERIFYING THEY HAVE RECEIVED ANY/ALL ADDENDA PRIOR TO THE BID OPENING.

3. When specifications or descriptive papers are submitted with the bid, enter bidder's name thereon.
4. Submit your signed bid on the bidder's schedule provided. Show bid number on envelope as instructed and the bid name or description. Newberry County accepts no responsibility for unmarked or improperly marked envelopes.
5. Bidders must clearly mark as "Confidential" each part of their bid 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, (also known as the Freedom of Information Act). The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. Tie bids will be resolved in accordance with the provisions of the Newberry County Purchasing Ordinance.
8. A copy of the bidder's W-9 shall be included in the submission.

GENERAL PROVISIONS

1. The County of Newberry reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the County.
2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.
3. **PROHIBITION OF GRATUITIES:** South Carolina law and the Newberry County Purchasing Ordinance prohibit the giving of anything of value in return for favors or other preferential treatment in the purchasing process. Bidders should govern themselves accordingly.

4. **BIDDERS QUALIFICATION:** Bidders must, upon request of the county, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein. Bidder determined to be irresponsible bidders are not allowed to bid to provide the County goods or services.
5. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes 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 Invitation for Bid. Award may be made to one or a multiple of bidders, whichever deems to be in the best interest of the County, or unless otherwise stated on the bidder's schedule.
7. **WAIVER:** The County reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the county.
8. **COMPETITION:** This solicitation is intended to promote competition. If any 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 Purchasing Director on in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.
9. **REJECTION:** Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.
10. **RIGHT TO PROTEST:** Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Purchasing Director within ten (10) calendar days of the date of issuance of the Invitation to Bid or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest in writing to the purchasing director within ten (10) calendar days of the notification of intent to award or statement of award.

11. **PROTEST PROCEDURE:** A protest shall be in writing, submitted to the purchasing director, and shall set forth the specific grounds of the protest with enough particularity to give notice to the issues to be decided.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, the County reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting contractor will be considered until the assessed charge has been satisfied.
2. **NON-APPROPRIATION:** Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **HOLD HARMLESS AND INSURANCE:** The successful bidder shall indemnify and hold harmless the County of Newberry and all County officers, agents and employees against all suits or claims for personal injury or property damage resulting from, or arising from, the successful bidder's performance of the contract, as well as against any suits or claims of any character brought against the County or its agents or employees by reason of any claim of infringement of any patent, trade mark, trade dress, or copyright, including reimbursement to the County for all attorneys' fees and court costs incurred by the County in defending itself or its agents or employees against any such claim or suit. **In addition, the successful bidder will maintain a public liability policy with minimum limits of \$500,000 per occurrence, or \$1,000,000 single limit, for damages arising from acts which occur during the contract period, with the County of Newberry named as an additional insured on the policy; the successful bidder shall also maintain workers compensation and vehicle liability insurance in the amounts required by statutory law.** Proof of such coverage will be provided upon demand or as otherwise provided in the bid specifications.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Purchasing Director, P.O. Box 156, Newberry, SC 29108, or by calling 803-321-2100.
5. **FORCE MAJEURE:** 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 fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of a public enemy, acts of Government in either its sovereign or contractual capacity, fires, 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 if such default arises out of causes beyond the control of both the contractor and subcontractor and without 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.

6. **PUBLIC RELEASE:** 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 PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new, in first class condition, and without defect that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and shipping to the specified destination in Newberry County. No demonstration models shall be sold as new, without prior written permission of the County.

8. **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 with 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.

9. **ASSIGNMENT:** No contract or its Provisions may be assigned, sublet, or transferred without the written consent of the Purchasing Director.

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

11. **DELIVERIES:** All deliveries shall be FOB Destination. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the County. Any claim for loss or damage shall be between the contractor and the carrier.

12. **APPROPRIATE S.C. SALES TAXES, FEES AND PERMITS** shall be included in the Contractor's base bid for all materials. All fees, including permits and any removal or disposal of construction debris shall be included in the contractor's bid.
13. **PAYMENT TERMS:** Payment will be made when contractor has fulfilled the scope herein and the County has accepted the building as being completed. One payment will be made at completion of project, unless the Contractor chooses to provide the County a schedule of values and payment schedule in the initial response to the County.
14. **BID BOND:** For each bid in excess of \$25,000.00 each bidder will submit with their bid a bond in the amount of 5% of the total price of the bid submitted. The bid bonds will be returned to the unsuccessful bidders once the county accepts the lowest most responsive bid. If the most responsive bidder fails to perform the responsibility of the bid within 10 days of the award, then the bid bond will be forfeited to the county as liquidated damages and the next lowest bidder will be awarded the bid. Bid bonds may be in the form of a surety, a cashier's check or an unconditional letter of credit in favor of Newberry County issued by a commercial bank in South Carolina.
15. **PERFORMANCE AND PAYMENT BONDS:** The chosen vendor will be required to submit to the County both a performance bond and payment bond in the amount of 100% of the contract price before commencing with the work. **Both bonds will be issued from a surety company with an "A" minimum rating of performance as stated in the most current publication of Best Key Rating Guide, Property Liability.**
16. **Compliance with The South Carolina Illegal Immigration Act:** By submitting an offer, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Bidder and any subcontractor or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Bidder and any subcontractors or sub-subcontractors. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both". Bidder agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontract to comply with the applicable requirements of Title 8, Chapter 14.

Scope of Work:

Newberry County Animal Shelter Storage Building Newberry County, SC

Newberry County is requesting sealed bids from qualified contractors for the construction of a new storage building at the Newberry County Animal Shelter. The location is 240 Public Works Road, Newberry, SC 9108, TMS # 394-33. The building will be a 25' X 30' pole framed structure with 10' eave height, metal sided and associated trim. An additional 10' will be an open bay with roof only for vehicle storage. This 10' bay will have a stone base provided by Owner. The overall structure will be 25' X 40' with the open bay.

The project will conform to IBC 2018. ACI 318 and NEC 2017. The contractor will obtain a building permit from Newberry County. The building will be rated per IBC as S-2, storage.

The Contractor will submit a building plan that will detail the concrete pad, framing and siding enclosure with details and material specifications after notice of award and prior to notice to proceed. Color charts and sample warranties for workmanship and materials will be provided at the same time frame. Workmanship will be a one-year warranty. Finish warranty will be 40 years.

Minimum Requirements:

- Fine grading and final compaction of building pad. The pad will already have a compacted 4" stone base at sub grade and will only require minor leveling and to get ready for form work.
- Termite treatment will be provided by Owner.
- A 6 mil thick vapor barrier with lapped joints will be installed.
- The slab will consist of a 4- inch thick, 3,000 psi concrete, with one layer of # 5 reinforcing each way at 12 inches on center. Install a 12-inch x 12 inch turn down footings on each side. The footings will have two # 5 reinforcing bars for the length and perpendicular # 5 reinforcing bars at 12 inches on center for the length. All reinforcing and concrete placement will be per ACI Code # 318 and ICB 2018.
- Provide a 3' wide concrete apron, similar reinforced, for one of the 25' sides. The apron will have a 1/4" per foot slope away from slab.
- Provide 2 each 2" schedule 80 pvc wide sweep sleeves for future electrical feed at designated location
- Concrete testing will be provided by Owner.
- The completed slab will be sealed with a concrete cure / seal compound.
- Provide 3 saw cut joints for length of slab.

- The contractor may include other building pad configurations for a specific building type. **Alternate slab details must be provided prior to bid to verify as approved equal. Alternates for any portion of this scope of work shall not be considered without prior approval to the bid submission. It is the sole responsibility of the bidder to provide alternates if the specifications are deviated from this bid. The County's representative will have the final determination if alternates are acceptable.**
- The frame post will be CCA 4x6, .60 pressure treated or better and will be anchored to slab or on precast footings. Framing plan to show detail.
- The grade board will be 2x6, .06 pressure treated
- The wall girts will be 2x6 SYP # 2 or better at 24" o c
- The wall girders will be 2x10 SYP or better
- The trusses will be 4/12 pitch of 2x6 SYP #1 with 25 psf snow load and 120 mph wind load. Provide spacing and bracing detail on framing layout.
- The roof Purlins will be 2x4 SYP # 2 or better at 24' oc.
- All framing connections will be bolted and braced. Framing plan to provide detail.
- Roof vapor barrier will be single bubble, foil faced on top and white on exposed side or similar rigid board barrier material. Alternates' details should be provided prior to bid to verify as approved equal.
- Provide R-24 sealed roof insulation in addition to the vapor barrier.
- Exterior metal will be 29 gauge galvanized with baked on enamel finish. Color to match existing building as close as possible. Provide color chart for Owner selection.
- Provide 6" gutters and downspouts or better.
- All metal will be fastened with coated screws with neoprene washers.
- Provide vented soffit and ridge vents.
- Provide one 10' x 8' insulated overhead door, chain operated.
- Provide a 3' x 7' jamb and solid steel frame door. Hardware will be provided by Owner.
- The electrical work will be contracted by Owner

The Contractor will be required to provide temporary toilet facilities. Power and water are available at building and will not be charged to the Contractor.

Space is limited at the site; therefore, material storage and contractor parking will be designated on the property and strictly adhered to. Daily cleanup will be required to maintain normal shelter business.

Contact Crystal Waldrop at 803-321-1420 or Ervin West at ewest@newberrycounty.net or 803-924-7097 for questions and site visit.

Questions may be submitted to Crystal Waldrop via email at cwaldrop@newberrycounty.net. The deadline for questions will be January 29, 2020 at 5:00 p.m.

