

***INVITATION FOR BIDS***

**BID NUMBER:** 2010-19

**DATE:** November 30, 2010

**OPENING DATE AND TIME:** December 14, 2010 @ 4:00 p.m.

**ADDRESS:**

Newberry County Court House Annex

County Administrator's Office, Procurement

**US Postal Service:** Post Office Box 156, Newberry SC 29108

**Hand Delivered:** 1309 College Street, Newberry SC 29108

**PROCUREMENT FOR:** Ornamental fencing at the Village Cemetery

**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 and returned unopened to the disqualified bidder. 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

**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:** 2010-19

**DATE:** November 30, 2010

**OPENING DATE AND TIME:** December 14, 2010 @ 4:00 p.m.

**OPENING LOCATION:** Newberry County Court House Annex  
Conference Room 1309 College Street  
Newberry, SC 29108

**PROCUREMENT:** Supply and installation of an ornamental fence around the perimeter of the Village Cemetery on Coates Street, Newberry.  
**All prices are to include all applicable sales taxes.**

Amount of Bid\*: \_\_\_\_\_

\*This solicitation will act as the contract for the period specified.

\*By signing below, the signer has the authority to enter into an agreement with Newberry County and will be responsible for the fulfillment of the services stated in this solicitation.

VENDOR: \_\_\_\_\_

CONTACT: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

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

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

FEIN: \_\_\_\_\_

## 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.
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. 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.

## 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. Any bidder determined to be an irresponsible bidder will not be allowed to bid to provide the County goods or services requested.

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 visits and 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 is deemed 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 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 may 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.

### **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:** The successful bidder shall indemnify and hold harmless the County of Newberry and all County officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright or for any other reason.
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 and 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 and any other applicable local laws or ordinances 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 prior 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 TAX** shall be included as a line item in the bid unless other wise noted in the request from the County. The rate for Newberry County is 7%. For vehicle purchases, emergency service vehicles, fire trucks, heavy equipment or

other items that require titles from the South Carolina Department of Transportation, sales taxes must be listed as a separate line item in the bid or on the bidder's schedule.

13. **PAYMENT TERMS:** Payment will be made within thirty (30) days of acceptance of the completed order. Payment may be made earlier providing there is an early payment discount offered.
14. **RIGHT TO PROTEST:** With regard to any goods or services valued at over \$15,000 procured through sealed bid method only, any actual or prospective bidder, offerer, contractor, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Director. The protest, setting forth the grievance, shall be submitted in writing within 10 days after the aggrieved person know or should have known of the facts giving rise thereto.
15. **NOTIFICATION:** In order to receive a copy of the bid tabulation, you must enclose a self addressed stamped envelope. Intent to Award and/or Statement of Award will be publicly posted in the County Courthouse Annex lobby, and will be posted on the Newberry County web site at [www.newberrycounty.net](http://www.newberrycounty.net).
16. **BID BOND:** Bidders are required to submit with their bids a bid bond either in the form of a cashier's check or form a Surety Company in the amount of 5% of the total bid price if bids are in excess of \$25,000.00. Bid Bonds will be returned to the unsuccessful bidders once the lowest most responsive, responsible bidder has been determined. The bid bond will be returned to the successful bidder once it has fulfilled the entirety of the contract and/or delivery of the said purchased equipment has been accepted by the County.
17. **INSURANCE REQUIREMENTS:** All vendors who provide Newberry County with services on County property will be required to submit General Liability Insurance in the amount of not less than \$1,000,000.00 of coverage, with Newberry County specifically listed as an additional insured. All vendors who provide Newberry County with services will also provide worker's compensation insurance, regardless of the number of employed persons at its organization. Failure to provide either requested policies will deem the vendor to be non-responsive. Vendors will provide these policies before commencing work on the project.

## **Background:**

Newberry County is requesting bids for the supply and installation of an ornamental fence at the Village Cemetery on Coates Street in Newberry, SC.

The contractor shall provide all labor, materials, equipment and permits for the installation of approximately 685 lineal feet of welded steel ornamental fencing for the perimeter of the cemetery as indicated on the drawing. The actual dimensions will be determined by field measurements based on the end points and corner locations established and marked by stakes by Newberry County. It is the sole responsibility of the vendor to determine their exact measurements for materials.

## **Scope of Work:**

The County of Newberry will perform the grading on the property. The chosen vendor shall be responsible for placement of the concrete to secure the fence in the ground.

- The fence supplier shall provide a complete ornamental welded steel fencing system of the style and dimensions defined.
- The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials specified.
- The contractor will submit manufacturer's product data, sample of product and installation details prior to start of work to confirm compliance to the County's requirements. This will include a plan view layout, elevation views and anchoring details. The manufacturer's twenty year warranty for the project shall be submitted prior to commencing work.
- The standard for the ornamental metal fencing system shall conform to Ameristar Montage Residential 2/3 Classic panel or approved equal. The Ameristar Montage system is named as a standard and substitutions must be submitted prior to the bid date to be accepted as an approved equal. A sample may be requested from vendor.
- Reference is made to ASTM A653/A653M and ASTM F2408 for fabrication and painting requirements
- Steel pickets shall be 5/8" square by 18 gage tubing.
- The rails shall be steel channel, 1.25" x .092" by 14 gage. Picket holes in the rail shall be 4.33" on center.
- Fence post shall be a minimum of 2" square by 16 gage.
- All hole punching and drilling shall be factory installed and prior to painting. The color will be black. All painting will be inline electrode coating per the referenced ASTM specification. Any field painting for touch up will be per the manufacturer recommendations.
- Concrete type and amount per anchor shall be per manufacturer's recommendation and will part of the submittal package.
- All excavated soil shall be taken off site by the contractor and the site shall be cleaned of all construction debris.
- The existing site slopes and post dimensioning will be measured along the grade.
- The installed product and site shall be thoroughly cleaned for final acceptance by Newberry County.

Time of completion will be within thirty (30) calendar days from the date of Notice to Proceed. The County, at its discretion, may issue an extension for inclement weather. Total payment will be made once the County has inspected the property and accepted the work as satisfactory according to the specifications.