

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: 2009-01-rebid **DATE:** March 30, 2009

OPENING DATE AND TIME: April 13, 2009 @ 3:00 p.m. (EST)

MANDATORY PRE-BID CONFERENCE: April 7, 2009 @ 3:00 p.m. (EST)

ADDRESS: Newberry County Court House Annex
County Administrator's Office, Procurement
Post Office Box 156
1309 College Street, Newberry SC 29108

PROCUREMENT FOR: Construction of an addition to the Chappells Fire/Rescue Building at 3218 Hwy 39, Chappells, SC. Approximate size to be 20' x 60'.

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: Tony Johnson, Chief of Chappells Fire Station
(864) 554-0175

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.

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BIDDERS SCHEDULE

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

PROCUREMENT: Provide for the complete installation of an addition to the existing building at the Chappells Fire/Rescue Squad Building. This will include any grading that is necessary on the property and the concrete slab for the new addition. Specifications are attached for the Scope of the work and the specifics of the building.

*This solicitation will act as the contract for the project.

*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.

BIDDER: _____ **SIGNATURE:** _____

Amount of Bid: _____

Address: _____

Phone & Fax: _____

FEIN: _____

SC Contractor's License Number: _____

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 County 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 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.
9. If there are addenda issued; receipt and acknowledgement will be made in writing to the County of Newberry.
10. The accompanying specifications are for general guidelines and provisions for additional information may be provided in the "blank" or "other" lines at the end of each section. Any bidder that provides additional information must submit the attached documents with the bidders name noted on specifications.

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 bid shall be awarded to the most responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid and an evaluation to any changes made to the original specifications. Low bid will be a determining factor based on changes to the original specifications.
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, Requests for Proposals 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; 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 Fire Chief of Chappells Fire/Rescue Squad.
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. **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.

10. **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.

11. **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%.

13. **PAYMENT TERMS:** Payment will be made within thirty (30) days of acceptance of the completed order. The County does not pay in advance for any item or service without prior permission from the Finance Director for Newberry County.

13. **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 BONDS:** The chosen vendor will be required to submit to the County a performance bond in the amount of 100% of the contract price before commencing with the work. The bond 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.

SPECIFICATIONS

PRE-ENGINEERED WOOD FRAMED BUILDING SYSTEMS

NAME OF COMPANY SUBMITTING ADDITIONAL INFORMATION: _____

PART 1 GENERAL

1.1 SECTION INCLUDES

1. Provide pre-engineered building systems, including but not limited to primary and secondary structural framing systems, roofing, siding, roof and wall insulation, personnel doors, windows and accessories. Basis of design is for, clear span truss, embedded columns, 42 foot maximum width.
2. Bidder may provide alternate specifications by writing that information on the blank lines below the specification section.

1.2 RELATED SECTIONS

- A. Section - Earthwork: Building pad preparation.
- B. Section - Cast-in-Place Concrete: Foundations and floor slab.
- C. Section - Hardware: Door hardware and keying systems.

1.3 REFERENCES

- A. _____
- B. _____

1.4 SYSTEM DESCRIPTION

- A. Structural Frame Design:
 1. Design shall be based on the building framing and enclosure as manufactured by _____
 - a. Type: Clear span roof truss.
 - b. Maximum Width: 42 feet.
 - c. Maximum Clear Height: 16.5 feet.
 - d. Columns: Embedded in ground._____
- B. Dimensions:
 1. Width: _____ feet _____ inches, outside to outside of primary or secondary wall framing.
 2. Length: _____ feet _____ inches, outside to outside of primary or secondary wall framing.
 3. Height: _____ feet _____ inches, clearance from top of floor to underside of truss or rafter.
 4. Roof Slope: _____:12 (units of rise per 12 units of run).
 5. Ceiling Slope: _____:12 (units of rise per 12 units of run).
- C. Structural Requirements:
 1. Building Code: International building Code (IBC) and ASCE-7, current edition.
 2. Design Loads:
 - a.

- b. Roof Dead Load: ____ psf (____ MPa)
- c. Wind Load: Wind speed (3 sec gust): ____ mph (____ km/h)

- 3. Structural Design:
 - a. Comply with AF&PA "National Design Specification for Wood Construction (NDS)."
 - b. Trusses:
 - 1) Limit deflection for live or snow loads to L/240 for trusses supporting ceilings and to L/180 for overhangs and trusses not supporting ceilings.
 - 2) Comply with appropriate NDS and Truss Plate Institute (TPI) standards.
 - c. Metal Wall and Roof Panels:
 - 1) Design in accordance with AISI "Specifications for the Design of Light-Gauge, Cold-Formed Steel Structural Members" and in accordance with sound engineering methods and practices.
 - d. Plywood or Oriented Strand Board Sheathing: Comply with APA "Plywood Design Specification."
 - e. Expansion/Contraction Provisions: Design roof attachment system to allow for expansion and contraction of metal roofing, due to seasonal temperature variations, without detrimental effect to the roof panels.

1.5 SUBMITTALS

- A. Submit the following:
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Manufacturer's specifications and installation instructions for building components and accessories.
- C. Shop Drawings: Showing roof framing, cross sections, roof and wall covering and trim details and accessory and component details clearly indicating proper assembly.
- D. **** NOTE TO SPECIFIER ** Delete selection samples if colors have already been selected.**
- E. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum five years experience in producing pre-engineered wood buildings of the type specified.
- B. Installer Qualifications: Minimum three years experience in erection of pre-engineered wood buildings of the type specified.
- C. Structural Engineer's Qualifications: Minimum of three years designing post frame structures; registered in the jurisdiction of the project.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation. Follow manufacturer's recommended storage procedures. Do not allow steel siding and roofing to contact the ground.

- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of authorities having jurisdiction.

1.8 PROJECT CONDITIONS

- A. Anticipate environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.9 WARRANTY

- A. Structural Design - Lifetime: Manufacturer warrants that the building designed by _____ will not experience an occurrence of structural failure or an occurrence of structural damage due to improper structural design (excepting ventilation systems) on account of weather conditions, such as wind, ice, and snow. The foregoing warranty is limited to 50 years with respect to any Owner which is not an individual.

- B. Preservative Treated Materials: 50 years. Preservative treated lumber, including structural columns, are warranted by the original materials manufacturer against failures due to fungal decay and termite infestation.

-
- C. Roofing and Siding: The painted roofing and siding product, _____ is warranted by the original materials manufacturer for 40 years from the date of shipment. (Refer to Warranty document for complete details.)

-
- D. Individual Building Products: Warranty for specific product from manufacturer.

-
- E. Installation Warranty: One year general installation warranty,
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PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: _____
_____.

2.2 STRUCTURAL FRAMING

A. Footings:

1. Embedded Column Footings:
 - a. 4000 psi concrete footing pad resting on dry concrete mix of diameter and thickness specified in the shop drawings.

 - b. Cast in place concrete footing of 3000 psi ready-mix concrete of size and thickness specified in the shop drawings.
 - c. Other: _____

2. Column Foundation, Above Grade:
 - a. Monolithic floating slab. Sized and reinforced as specified in the shop drawings.

B. Primary Framing:

1. Columns:
 - a. Treated Lumber Section:
 - 1) Lumber: No. 1 or Better Southern Yellow Pine, pressure treated with Chromated Copper Arsenate, Type III,

 - 2) Fabrication
Fasteners shall have ASTM A153 galvanizing.
Other: _____

 - b. Untreated Lumber Section:
 - 1) Lumber: Lumber: No. 1 or Better Southern Yellow Pine or Douglas Fir-Larch or other

 - 2) Grade and size shall be selected to support imposed loads within deflection limits.
 - 3) Other: _____

 - c. End Joint Connection of Treated and Untreated Sections: Factory fabricated finger joint.
 - 1) Other: _____

 - d. Embedded Column Anchorage:
 - 1) Anchor blocks factory adhered to column base.
 - 2) Concrete collar pinned to column base with steel reinforcing rods.
 - 3) Other: _____

2. Trusses: Comply with "Structural Design" and "Quality Assurance" requirements as specified herein.
 - a. Comply with TPI "Design Specification for Metal Plate Connected Wood Trusses" and "Quality Standard for Metal Plate Connected Wood Trusses."
 - b. Manufacturer shall have a third party inspection program to verify compliance with requirements of TPI.
 - c. Stamp trusses with inspection agency identification.
 - d. Other: _____

C. Secondary Framing:

1. Purlins and Girts:
 - a. Lumber: No. 2 or Better dimension lumber kiln dried to 19 percent maximum moisture content.
 - b. Other: _____
2. Splashplank:
 - a. Lumber: No. 2 or Better Southern Yellow Pine, preservative treated, to a retention of 0.6 pcf
 - b. Other: _____
3. Bracing, Wall and Lateral Truss Type (where required by "Structural Design"):
 - c. Lumber: No. 2 or Better dimension lumber.
 - d. Other: _____

2.3 METAL ROOFING

A. Metal Roofing: _____ as manufactured by _____.

1. Material and Finish:
 - a. Exterior Surface Finish:
 - 1) Bonderize and provide baked on primer and Valspar Weather-X (silicone polyester) finish coat, 0.9 mil (0.023 mm) minimum dry film thickness.
 - 2) Gloss (60 Degrees): ASTM D523, 20 to 80.
 - 3) Pencil Hardness: ASTM D3363, F to 2H.
 - 4) T-Bend: ASTM D4145: 2T to 4T.
 - b. Interior Surface Finish: Bonderized and baked on primer and polyester finish coat, 0.5 mil (0.013 mm) minimum dry film thickness.
 - c. Other: _____

2. Material and Finish: As shown on Erection Drawings, except as specified herein.

B. Fasteners: Color coated No. 10 piercing screws with 1/4 inch (6 mm) hex head pre-assembled to 1/2 inch (13 mm) O.D. dome seal or bond seal galvanized steel and EPDM washers.

Other: _____

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that site conditions are acceptable for erection/installation of pre-engineered wood building system.
- B. Coordinate with responsible entity to perform corrective work on unsatisfactory conditions.

3.2 ERECTION- STRUCTURAL FRAMING

- A. Erect in accordance with manufacturer's instructions and approved shop drawings.
- B. Provide temporary erection and wind load bracing to maintain structure plumb and in alignment until installation of permanent bracing and/or roofing and wall coverings are completed.

3.3 INSTALLATION

- A. Metal Roofing:
 - 1. General: Install in accordance with manufacturer's instructions. Secure to structural framing aligned, level and plumb. Space fasteners as shown on Erection Drawings.
 - 2. Sidelap: Minimum one full corrugation.
 - 3. Endlap: 8 inches (200 mm) for slopes 4 in 12 to 5 in 12. Secure together over and to structural members.
 - 4. Special detailing is required for slopes less than 2 in 12. Refer to construction documents.
 - 5. Accessories: Install as shown on Erection Drawing.
- Other: _____
-

PART 4 HARDWARE

4.1 Furnish and install necessary hardware for personnel and overhead rolling doors, including all accessories and component parts required for the completion and proper operation of the building. Mortise sets will be _____
And finish will be _____

PART 5 INSULATION and MOISTURE CONTROL

5.1 Provide insulation for all walls and roof and vapor barrier for slab and caulking at all joints, windows, doors and penetrations. R-11 minimum for walls and roof

Other: _____

5.3 Building slab vapor barrier shall be 6 mil poly with minimum 6" lap joints.

Other: _____