



***BIDDERS SCHEDULE***

**BID NUMBER:** 2009-025

**DATE:** December 14, 2009

**OPENING DATE AND TIME:**

January 12, 2010, @ 10:00 a.m.

**PRE-BID MEETING:**

December 22, 2010 @ 10:00 a.m.

**OPENING LOCATION:**

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

**PROCUREMENT:**

**Complete building renovations and improvements to existing agriculture building to include wall demolition, new wall construction, ceiling replacement, electrical and mechanical improvements, window replacement, elevator installation, ADA improvements, trim work and painting and other associated items herein.**

**Lump Sum Bid:**     \$ \_\_\_\_\_

\*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:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone & Fax:** \_\_\_\_\_

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

**Contractor's SC License #:** \_\_\_\_\_

**Sub-Contractors:**

**HVAC:** \_\_\_\_\_

**Plumbing:** \_\_\_\_\_

**Electrical:** \_\_\_\_\_

## 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 in accordance with AIA G702 Form. Newberry County will enter into a contract with the most responsive, responsible bidder.
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.**

### **OTHER REQUIREMENTS AND INFORMATION**

- Drawings and plans, addenda, and bid results are posted on the County's website at [www.newberrycounty.net/purchasing](http://www.newberrycounty.net/purchasing).
- All products and installations must meet applicable codes and ordinances for the County of Newberry and the City of Newberry.
- All applicable building permits must be obtained from the City of Newberry by the contractor.
- Work must begin within ten (10) days of Notice to Proceed. Completion of scope of work will be within one hundred twenty days (120) from Notice to Proceed.
- The building is currently occupied and work will be sequenced and coordinated with the Owner and/or its Representative.
- The 2<sup>nd</sup> floor hall and south side offices will be renovated first, along with the 1<sup>st</sup> floor bathroom.
- The north side offices will be renovated after the current occupied offices are relocated.
- The demolition work for the first floor will start after those currently occupied offices are moved to the renovated second floor south offices.
- Safety will be foremost to protect the public. Warning signs, caution taping and barricades will be used. A safety plan will be submitted to the Owner or its Representative for each phase of construction.
- Clean up will be on a continuous basis, as each task is proceeding. The departments will be operating throughout the construction of the building.
- All structural modifications will require detailed submittals to the Owner or its Representative prior to work starting on those items.
- Material submittals will be required for windows and doors, hardware, paint, structural modifications, mechanical and electrical equipment.
- The windows and exterior doors will have to be submitted to the City of Newberry's Architectural Review Board prior to purchase.
- A construction schedule will be submitted five days after Notice to Proceed.
- A schedule of values will be submitted prior to the first payment application.
- All dimensions provided are for information only. Field verification is the bidder's responsibility.
- For information only, Newberry County requests that the contractor list sub-contractors for mechanical and electrical work.

# Specifications and Scope of Work

## Exterior

- Remove existing windows and the three (3) exterior doors and properly dispose.
- Install new aluminum storefront windows and entrances, standard white finish, low e insulated, narrow stile.
- New glazing will carry a 10 year moisture warranty and will be submitted to City Architectural Review Board for approval prior to purchase.
- All glazed aluminum frames to be sealed with 25 year silicone caulking on exterior and 10 year latex on interior.
- Dow Corning 790 exterior and Dow Corning 786 for interior, white, or approved equal.
- Install push open emergency hardware for the 3 exterior doors, standard Dorma or approved equal.
- Remove concrete columns and roof at entrance door at room 121. Grind and grout to smooth, flush finish.
- Construct new porch topping slab to extend six (6) feet beyond entrance door, full width as existing.
- Concrete to be stamped to match tile.
- Install new handrail at this entrance stairs to fit new slab configuration
- Construct concrete landing for wheel chair lift.
- Install electrical conduit and wiring to this location
- Supply and install new wheel chair lift, model Porch Lift TG 50 manufactured by ThyssenKrupp, or approved equal.
- Remove old asphalt at parking area and repave with new 2" thick asphalt.
- Provide two new handicap parking spaces with signs and curb stops

## Second Floor

- Remove walls at rooms 204, 205 and 209, 210 as shown on drawing A-02
- Remove double door at hall into room 211 auditorium
- Remove wall sections on both sides of double door at 211 and install cased opening trim, full width.
- Remove existing interlocking ceiling tiles in offices, hall and bathroom and properly dispose
- Remove all cabinets, kitchen equipment, plumbing and wiring at room 211.
- Cap all plumbing and electrical with valves and junction boxes.
- Remove raised floor in room 211.
- Cut out opening in 2nd floor for new elevator
- Construct new walls for elevator, storage and equipment room as shown on drawing A-03
- Reuse existing doors and hardware from 204 and 209 for new storage room doors.
- New walls for elevator will be continuous through floor cut and will meet state code requirements.
- Install new 3/8" drywall, attached to wood ceiling framing, tape, mud, sand and paint with 2 coats latex
- At the existing drywall ceilings, clean, apply kilz as needed and paint with one coat latex
- Paint panel on walls with primer and two coats of semi gloss latex

- Paint all new walls with primer and two coats semi gloss latex
- Clean, disinfect, all grilles and diffusers that will remain
- Remove light fixtures and replace as required to accept new work.
- Ten new light fixtures and ten light fixture repairs are already included by Owner.

### **Second Floor Bathroom**

- Remove existing partitions and dispose. Owner may take possession
- Repair damaged wall tile at corner. Match color as close as possible.
- Patch and paint wall above wall tile.
- Replace ceiling light with low profile fixture
- Remove old ceiling tile and replace with drywall ceiling. Paint with 2 coats of semi gloss
- Replace toilets with water saving high profile, manual flush models.
- Install new partitions, P – Lam Classic series by Bobrick or approved equal
- Install privacy lock ( In Use) with emergency button
- Change room label to "Unisex" and "Handicap" symbols

### **First Floor Bathroom**

- Remove existing partitions and dispose. Owner may take possession.
- Remove existing water closets, sink and urinal.
- Remove exposed piping in wall. Disconnect supply piping at next valve downstream.
- Install one new ADA water closet with grab bars.
- Install one new ADA sink.
- Install one new ADA paper towel dispenser
- Install one new sanitary napkin dispenser
- Patch and repair floor and wall ceramic tile. Match color as close as possible
- Patch and repair walls above ceramic tile
- Remove ceiling tile and replace with new drywall ceiling. Paint with semi gloss enamel.
- Change bathroom entrance door to swing out and install privacy lock (In Use) with emergency access button
- Change room door label to “Unisex” and Handicap symbols.

### **First Floor**

- Remove walls at rooms 110,111 and 112 as shown on drawing A-02
- Remove sections of wall at 110 and corridor to make hall five (5) foot wide. Shoring will be required.
- Install a W8 x 24 cased opening at this location with bolted connections at header and lag bolted to floor.
- Trim out new steel cased opening with drywall to make five foot width and eight foot header.
- Demolition plan for this opening must be submitted to Owner for approval prior to start of work.

## **Elevator**

- Cut opening through first floor at new elevator location as shown on drawing A-03
- Excavate soil at new elevator location to depth required to install new elevator pit.
- Construct new elevator pit to meet size requirements of new elevator.
- Elevator pit will be completely waterproofed. Waterproofing material and installation details will be submitted
- To Owner prior to start of work.
- Install new elevator wall continuous through first and second floor.
- Supply and install a 2000 # rated, holeless, single stage elevator, manufactured by ThyssenKrupp, Otis or approved equal to meet all local and state code requirements.
- Cab finish will be standard commercial grade.
- All new floor wall and ceiling configurations will be trimmed out to match existing conditions.
- Install all electrical and mechanical equipment for new elevator.

## **Mechanical and Electrical**

- Remove existing boiler and associated piping to basement wall
- Install new 7 1/2 ton gas pack HVAC unit on concrete pad at rear of building and connect to 1st floor main supply.
- Install new 5 ton gas pack heating and cooling unit on new roof top curb and connect to 2nd floor main supply.
- Remove existing 2nd floor air handler and return duct and install new ceiling return duct in hallway.
- All cut outs must be reinforced and approved by Owner.
- Roof curb flashing and roofing repair must be approved by Owner.
- Install new electrical circuits, wiring, conduit and gas line to supply new HVAC units.
- Install two new building lights at handicap parking area.
- Change out electrical service to new 400 amp 3 phase MDP with new breakers for existing circuits and new equipment per the scope. Coordinate load requirements with equipment suppliers.
- Install new wiring and conduit for Wheel chair lift.
- Relocate sub panel at room 120 to new room 119.
- Relocate, rewire lights and switches to match new floor plan.