

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

<b><i>INVITATION FOR QUOTES</i></b>
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**QUOTE NUMBER:** 2009-015

**DATE:** August 20, 2009

**QUOTE DEADLINE:**

September 1, 2009 @ 3:00 p.m.

**ADDRESS:**

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

**PROCUREMENT FOR:**

Concrete pad at the Newberry County Public Works facility  
located on Highway 34, Newberry

**DIRECT ALL INQUIRIES TO:**

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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***

**QUOTE NUMBER:** 2009-015

**DATE:** August 20, 2009

**DEADLINE FOR SUBMITTAL:**

September 1, 2009 @ 3:00 p.m.

**OPENING LOCATION:**

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

**PROCUREMENT:**

Construction of a 42' x 62', 8" thick reinforced concrete pad at the existing Newberry County Public Works Department located on Highway 34, Newberry

Amount of Quote:

Concrete Pad

\$ \_\_\_\_\_

\*This solicitation will act as the contract.

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

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

**Federal Tax ID Number:** \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

1. Only one copy of quote 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 quote on the bidder's schedule provided.
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 quotes 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 quotes, 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 quote 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 Quote. 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.

### **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.
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 TAX** shall be included as a line item in the quote 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 will be made earlier providing there is an early payment discount offered.
14. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Quote.
15. **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. *This solicitation is not a sealed bid.*
16. **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).

### **Scope of Work**

Dumpster Pad at Hwy 34, Newberry County

This scope of work is for the construction of a 42' x 62', 8" thick reinforced concrete pad at the existing Newberry County Public Works location on Highway 34 in Newberry County, S.C. The scope intent is to provide a complete reinforced concrete pad for trash dumpsters. Contractor will provide all material, equipment, labor and applicable insurance, unless noted otherwise. The dumpster area will be in use during normal business hours and personnel safety and barricading will be required. Time is of the essence and immediate commencement will be required upon notice to proceed and total completion is requested within 14 days. Other grading and paving work could be ongoing in the same area. Site visit and planned coordination should be performed by the contractor prior to bid submittal.

Items included:

1. Compact existing stone base. Owner will supply additional stone as needed.
2. Place formwork. Forms will be set at existing grade slope.
3. Install one layer of # 8 reinforcing steel at 8" on center each way, centered in slab thickness and properly supported by cement brick or rebar chairs.
4. Place 3,000 psi concrete.
5. Provide light broom finish and spray with Owner approved curing compound.
6. Provide three equally spaced, ¼" deep saw cut joints in both directions.
7. Remove formwork and patch any voids within 3 days of concrete placement.