





## 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. Any bidder determined to be irresponsible shall not be allowed to provide the County with a bid response for 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 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 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 or any sub contractors.
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 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 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 within ten (10) days of final inspection and all work is completed in accordance with bid specifications.
14. **BID BOND:** For any bid in excess of \$25,000.00 each bidder shall 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:** Contractors shall be required to submit at least a 100% performance bond in the amount of their bid. Additionally, contractors shall submit a payment bond in the amount of 100% of the contract for labor and materials. Bonds will be valid through the entire life of the project. **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.**

## Scope of Work

### General:

- The contractor shall furnish material, labor, equipment and supervision to perform renovations to the existing facility, 1211 Main Street in Silverstreet. This will include demolition, concrete saw cutting, new wall and ceiling construction with new finishes. Also included will be electrical, plumbing and HVAC improvements.
- The contractor will provide submittals for all material for approval prior to start of specific portion of the work.
- A project schedule will be provided and updated weekly.
- A written warranty for material and workmanship of at least one year from date of acceptance will be provided. Equipment with a longer specified warranty will be under a special manufacturer's warranty.
- O & M manuals with vendor and subcontractor(s) contacts shall be provided.
- A schedule of values for approval will be submitted prior to the first payment application.
- All work shall conform to the local jurisdictional building code.
- Contractor shall be responsible for acquiring all necessary permits and licenses. The contractor shall be responsible for any repairs to existing utilities damaged during work.
- Drawing of existing conditions and new floor plan will be provided by County.

### Exterior:

- The front entrance will be constructed to closely match the adjacent front entrance configuration. This will be two windows on each side of the new door and one in the middle above the door transom. The door transom will be full width of the opening and properly anchor into the existing structure.
- The new windows will be aluminum clad with insulated, low *e* glazing.
- The new entrance door will be a new HCM door and frame with half glass and panic hardware.
- The roll up door at this new entrance will be removed and turned over to Newberry County.
- The exterior siding will be cement board by James Hardie or approved equal. Corners and adjoining edges will be trimmed out with cement trim boards.
- Siding will be painted with latex exterior and the door will be painted with exterior semi gloss latex.
- All door and window frames will be caulked with an approved 10 year exterior caulk.

- The sheathing will be densglas or approved equal. A drip edge strip of copper or approved equal will be installed at the bottom of the sheathing and the toe board will be silicone caulked.
- The wall cavity will have R- 30 faced batt insulation

**Interior:**

- New walls will be constructed per the plans. All interior walls will have R-19 batt insulation and 5/8” gypsum board finished and painted. The existing block wall will be furred out with solid sheet insulation installed behind the new gypsum board. New wall dimensions should be adjusted to provide a full ceiling tile installation. Cut pieces at the walls should be minimized.
- The ceilings will be a suspended lay in type with R-25 batt insulation above the tiles. Support of the system shall be per manufacturer recommendations and code requirements.
- The ceiling tiles will be Armstrong Contractor Series 933 and the grid will be Armstrong XL 7300 series or approved equal.
- The VCT for the floors will be Armstrong Imperial Texture “Fortress White” or approved equal. The existing concrete flooring will be prepared by grinding and filling cracks to provide a smooth surface for the VCT. The floor shall be completely cleaned to prevent debris bumps in the new VCT flooring. A four inch rubber base will be installed. Color to be selected by Owner.
- The walls will be painted with flat latex and the doors and trim will be painted with semi gloss latex. A primer and one 1 coat is required. Colors to be selected by Owner.
- Panic bar hardware will be installed on door 102 and all other doors will have privacy lock hardware by Schlage or approved equal. Keying will consist of 3 masters and 2 sets each for the privacy locks.

**Bathroom/Shower:**

- The near bathroom will be converted in to a shower per the plans. A portion of the concrete slab will have to be removed to install the new shower water and drain lines. Wire mesh or other types of reinforcing shall be used when re pouring concrete around the new pipes to prevent the concrete from cracking.
- A new chase wall may be installed as shown to allow installation of the water lines for the shower. This wall will cover any removal area of the block wall to tie in to the existing lines. The wall be sheathed with moisture resistant green board and finished with semi gloss enamel paint. The bottom and top of the wall will be silicone caulked to prevent water intrusion
- The new shower will be an Aqua Glass Eleganza model or approved equal and the hardware will be Delta model 14290 or approved equal. A composite type shower rod and vinyl curtain will be provided.

- New VCT will be installed in this bathroom.

**Electrical:**

- A new 100 amp panel will be installed to accommodate the new wiring and to tie any existing wire that will remain in place.
- The existing sub panel will be relocated approximately ten feet to the right to fit in the day room area.
- New wiring and conduit will be run for the lay in lights, an exterior entrance light, switches, receptacles, HVAC , Unit heater in bay and smoke detector system.
- One smoke detector will be installed in each bunk room and two each in the office, day room and truck bay. These will be hardwired and interlocked so that when one sounds they all sound.
- Included in the bid will be twenty duplex receptacles spaced evenly. Actual locations will be provided prior to rough in.
- A telephone board with grounding will be installed at the back wall of the day room. Actual location to be determined. This will be a 4' x4' painted plywood panel mounted to the wall. Entrance conduit should come in from above. Contractor to verify with telephone company entrance requirements.
- Include 2 telephone lines in the bid; one in the office and one in the day room.
- Power will be supplied to the new HVAC unit. This will be a split system and actual unit locations will be field determined. At a minimum include power to the middle exterior of the building and in the middle of the new ceiling area. Electrical contractor to coordinate with HVAC contractor for exact wire size and load requirements.
- Power will be required for the truck bay exhaust fan.
- Disconnect panels to meet code requirements will be required.
- Ceiling lay in lights will be 2'x 4', four lamp T8, by Metalux.

**HVAC:**

- A four ton split system heating and cooling system with new duct grilles, diffusers and controls will be supplied. The system make will be a Carrier or approved equal. At a minimum there will be 2 supply ducts and one return duct for the office and day room and one each for the bunk rooms. The contractor will submit an HVAC plan showing duct sizes, types and locations prior to starting work.

- Damper controls will be installed for each line and marked on the ceiling tiles. The system shall be balanced prior to acceptance by the Owner. CFM rates will be verified by the Owner. An independent testing agency will not be required.
- Thermostats shall be located in the day room and the office.
- An exhaust fan will be installed in the truck bay exterior wall. This will be a Dayton model 7M7W3 model with a Dayton model 1C746 damper or approved equal. Fan location will be centered on wall at seven feet above floor. There will be a local switch and a remote switch in the office.
- Two infrared heaters, Model Fostoria 222-60-Th, 240 V, 3.2 kw will be installed in the truck bay. These will be ceiling mounted and on separate switches and breakers.

**Plumbing:**

- A new fiberglass shower and associated plumbing will be installed in the existing bathroom as shown on the plan. A chase wall is shown for installation of the water lines.
- The concrete floor will have to be removed to allow tie in to the existing drain lines. Drain trap configuration will have to be determined and installed to meet Code requirements.
- The new water and drain lines may be PVC with approved adapters to tie in to the existing lines.
- Contractor is to confirm prior to bid date the extent of any outside building excavation that might be required and notify the Owner.
- The new shower will be a model Aqua Glass Eleganza and hardware will be Delta model 142910 or approved equals.
- A water line will be installed for a refrigerator ice maker. This will be located in the day room.
- All valves shall be accessible by access panels in the walls.
- Plumbing lines will be tested prior to covering up.