

**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:** 2023-20

**DATE:** October 10, 2023

**OPENING DATE AND TIME:** November 7, 2023 @ 3:00 p.m.

**SUBMITTAL ADDRESS:**

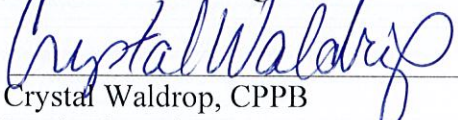
Newberry County Courthouse Annex, 1309 College  
Street, Newberry (Hand Delivered)  
Post Office Box 156, Newberry SC 29108  
(US Postal Service Delivered)

**PROCUREMENT FOR:**

Whitmire Town Hall Garage Addition

**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:**

  
\_\_\_\_\_

Crystal Waldrop, CPPB  
Purchasing Director  
Post Office Box 156  
Newberry SC 29108

**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.



## **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 ensure 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 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 attorney's 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:** Whitmire, SC
  
12. **APPROPRIATE S.C. SALES TAXES, FEES AND PERMITS** shall be included in the Vendor's base bid.
  
13. **PAYMENT TERMS:** Payment will be made when all work is completed and accepted by Newberry County as meeting the specifications here within.

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.**
  
16. **Compliance with The South Carolina Illegal Immigration Act:** By submitting an offer, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Bidder and any subcontractor or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Bidder and any subcontractors or sub-subcontractors. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both". Bidder agrees to include in any contracts with its sub-contractor's language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-sub-contractor's language requiring the sub-subcontract to comply with the applicable requirements of Title 8, Chapter 14.

## **PROJECT DESCRIPTION**

The County of Newberry, South Carolina is requesting bids for construction services related to the construction of a new metal frame building that will include site work, concrete pad, electrical, plumbing, mechanical and architectural finishes. The site is located behind the Whitmire Town Hall building on Gilliam Street. Bids should be submitted on the enclosed form per the following specifications:

### **GENERAL GUIDELINES**

- The contractor will provide all required submittals to the Owner for approval prior to installation.
- The site shall be fenced / barricaded for safety purposes to prevent harm to the public.
- Site access and parking will be from the adjacent vacant lot on Setzler Alley. Traffic on Gilliam Street will not be impeded without approval from the Town Police department.
- All existing conditions and dimensions shall be verified by the contractor prior to submitting the proposal.
- The contractor will provide a project schedule and a schedule of values prior to the first payment application approval.
- All warranties, as built drawings and closeout documents will be provided prior to final payment.

### **PROJECT SCOPE – SITE WORK**

Site Work will include the items below to create a stable base for construction and ensure proper drainage, aesthetics, and functionality of the site.

- Regrading
- Rough Grading
- Finished Grading
- Final Grade
- Backfilling
- Importing and Exporting of Fill Material
- Inspections of Compaction
- Cleanup



## PROJECT SCOPE - METAL FRAME BUILDING

The building vendor will submit a complete set of drawings and specifications that meet all building code requirements, including, IBC, AWC, ASTM and County requirements for the metal framed structure. A professional engineer's stamped set may be required by the Newberry County Building Official. Included in submittal will be delivery time after approval of submittal.

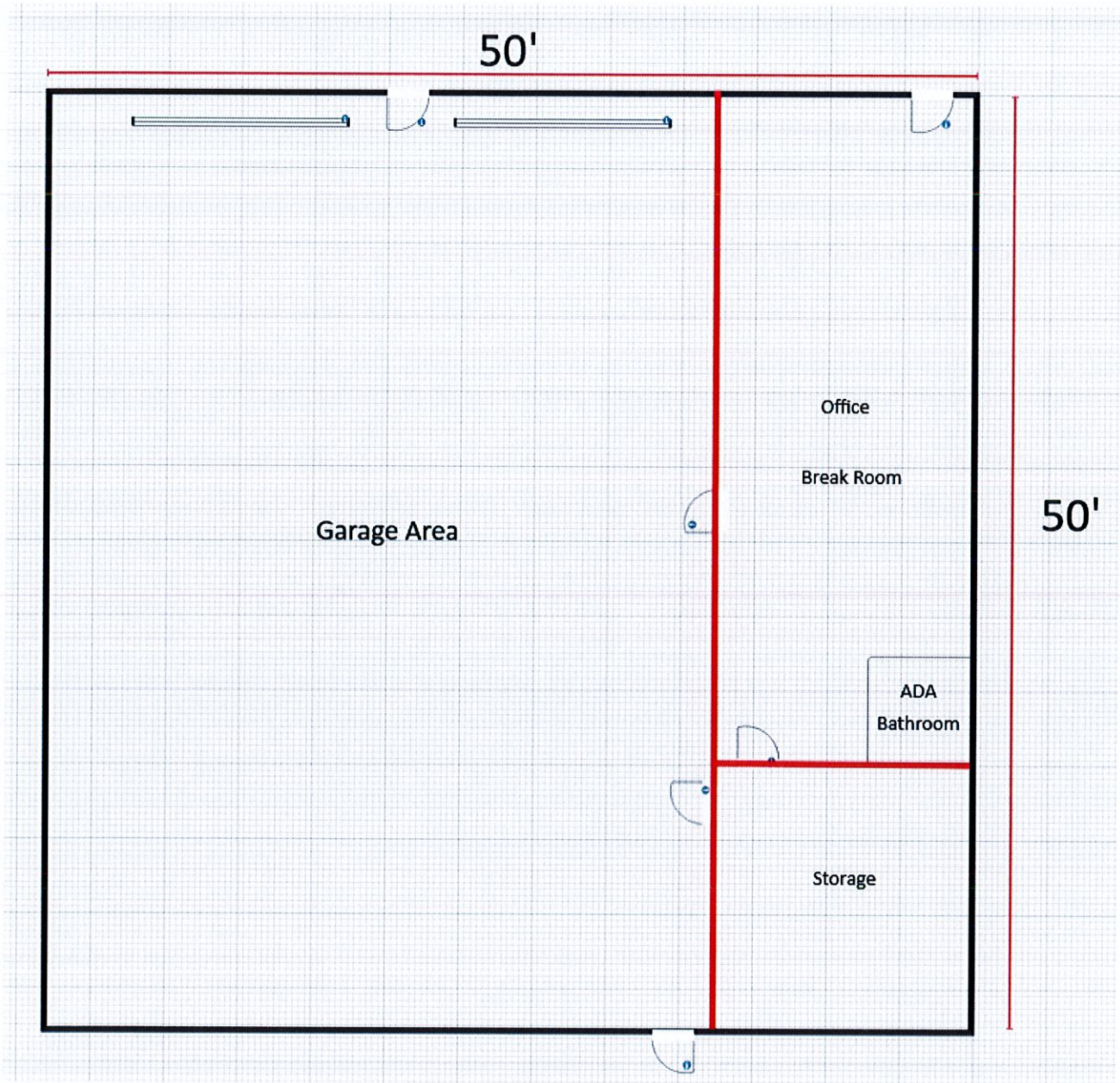
- The submittal drawings will detail the anchoring of the new building to the concrete slab. The dimensions of the concrete slab shall be verified by the contractor and so noted on submittal drawings.
- The submittal will include all details for sealing the structure to the new concrete slab.
- The structure submittal will include but not limited to product data, frame member sizes, stress grades, species and anchor bolt layout, structural framing details with spans and spacing.
- Design loading provided for wind and snow loads, live and dead loads for all chords and trusses.
- The exterior panels will be 26-gauge galvanized steel with a baked enamel finish with a 40-year warranty. Colors to be selected from manufacturer standard selection.
- Trim package will be standard for all ridge lines, corners, rakes, eaves and panel bases.
- All metal will be fastened with hot dipped galvanized screws with neoprene washers.
- The submittal will provide all vented ridge and soffit, gutter and downspout details.
- The perimeter walls and the roof will be insulated to meet governing Code requirements and will be rolled faced fiberglass with all edges sealed. A vapor barrier, building wrap, will be installed on all exterior faces.
- The minimum insulation value will be R-19 for walls and R-30 for the roof.
- The submittal shall include a sample 50-year warranty for the structure and 40 years for panels.
- The contractor shall include all labor, tools, material, equipment to construct a new monolithic concrete slab with approved vapor barrier to support the structure. This will be a coordination item between the structure supplier and the general contractor. Also included will be a concrete drive apron. The ramp will be 6" thick fiber reinforced, 4,000 psi concrete from end to end of building.
- Yard trash should be cleaned, and area magnetically cleaned for nails/screws.
- A yard trash container will be provided on-site and will be disposed of by the owner.

## **PROJECT SCOPE – GENERAL BUILDING SPECIFICATIONS**

(see attached proposed floor plan)

- 48' wide X 50' deep
- 12' height eave
- Roof slope of 3:12 or better
- Two (2) 12'X10' overhead doors – insulated
- Three (3) 3' X 6'8" solid interior walk doors
- Three (3) 3' X 6'8" solid exterior walk doors
- Six (6) vinyl windows with screens
- Insulation in roof and walls
- One (1) storage room with access from garage area & break room/office area
- One (1) ADA Bathroom
- One (1) break room with sink and food prep area
- One (1) office

(intentionally left blank)



Proposed Floor Plan