



AIKEN COUNTY
PUBLIC SCHOOLS

INVITATION FOR BID

PROJECT MANUAL

FOR

2024 Facilities Construction Security Wall

BID DATE: February 29, 2024

Bid Number: 22924

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SCHEDULE OF PROGRESS

February 8, 2024	10:00 a.m. non mandatory pre-bid conference at Aiken County Public Schools, Facilities Construction Dept., 61 Given Street, Aiken, South Carolina 29805.
February 29, 2024	2:00 p.m. Bids received at Aiken County Public Schools Operations Center, Facilities Construction Dept., at 61 Given Street, Aiken, South Carolina 29805
March 13, 2024	Awarding of contract.
120 Days after Awarding	All work installed in place and complete.

INVITATION TO BID

The School District of Aiken County will accept bids for the “**2024 Facilities Construction Security Wall**”, located at 61 Given Street, Aiken, SC 29805.

Sealed bids will be received by the Owner at the Facilities Construction Department of the Aiken County Public Schools Operation Center, at 61 Given Street, (2nd Floor) Aiken, South Carolina 29805, **until 2:00 p.m. on February 29, 2024**, at which time and place all bids will be publicly opened and read aloud. **Performance and Labor/Material (Payment) Bonds along with notarized Power of Attorney will be required at 100% each, from the awarded Bidder.**

Specifications and any addendums may be obtained from www.acpsd.net, click Departments > Facilities Construction. If you have any questions before the pre-bid meeting specified below, please contact Tracy Price by email (tprice@acpsd.net) include Kevin Chipman (kchipman@acpsd.net) Beth Clark (bclark@acpsd.net), see below, **The non-mandatory pre-bid meeting will be held on February 8, 2024, at 10:00 a.m. at the Facilities Construction Department of Aiken County Public Schools, 61 Given Street, Aiken, South Carolina 29805.**

A Bid Bond for five percent (5%) along with a notarized Power of Attorney of the base bid will be required or a certified check for 5% of the base bid. A valid Certificate of Insurance must also be submitted with the bid. The Owner reserves the right to reject any and/or all bids and to waive all technicalities and informalities. No bid may be withdrawn for a period of sixty (60) days after opening. **The Contractor bidding the project is responsible for reviewing any addendum prior to the bid by checking the Aiken County Public School web page. Additional information may be obtained by contacting Kevin Chipman, Director of Facilities Construction, (kchipman@acpsd.net), Tracy Price, Assistant Director (tprice@acpsd.net), Beth Clark, Administrative Assistant at (bclark@acpsd.net), or call (803)642-0436.**

Bid Number: 22924

INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS

1.1 BIDDING DOCUMENTS include:

- Invitation for Bid
- Instructions to Bidder's
- Bid Proposal Form
- Proposed Contract Documents including any drawings and any addendum issued prior to the receipt of bids.
- Bid Bond and notarized Power of Attorney
- Letters of References for similar sized projects

1.2 CONTRACT DOCUMENTS include:

- Project Manual
- Owner/Contractor Contract Agreement
- Contractor's Performance and Labor and Material Payment Bonds
- Conditions of the Contract (General, Supplementary, and other Conditions)
- All addendums issued prior to all modifications issued before execution of the contract.
- Valid Certificate of Insurance

1.3 UNIT BASE BID is the sum stated in the bid for which the Bidder offers to do the work described in the bidding documents as the **BASE**, to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

2.0 BIDDER'S REPRESENTATION

2.1 Each Bidder by making his/her bid represents that:

- A. The Bidder has read and understands the bidding documents and his/her bid is made in accordance therewith.
- B. In receiving bids, it will be assumed that each Bidder has made a thorough inspection of all the existing conditions and is familiar with all conditions affecting the extent of cost of his/her work.
- C. Claims for extra payment as a result of failure to examine conditions at the site prior to submitting his/her bid will be rejected.

3.0 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.1 The Bidder's shall promptly notify Kevin Chipman, Director of Facilities Construction,

at (kchipman@acpsd.net), Tracy Price, Assistant Director of Facilities Construction, at (tprice@acpsd.net), and Beth Clark, Administrative Assistant at (bclark@acpsd.net), of any ambiguity, inconsistency, or error, which may be discovered upon examination of the bidding documents, or site conditions.

3.2 Any interpretation, correction, or change of the bidding documents will be made by an addendum. Interpretations, corrections, or changes of the bidding documents made in any other manner will not be binding, and the Bidder's shall not rely upon such interpretations, corrections, or changes.

3.3 BIDS WILL BE AWARDED on a lot (item) or in total basis. Each lot (item) must be priced as total of the item. If the item price does not include all items, then a total price and an individual item price must be furnished.

4.0 BIDDING PROCEDURE

4.1 Failure to submit a bid in the form requested or inclusion of any alternates, conditions, limitations, or provisions not called for will render the bid irregular and can be considered cause for rejection of the bid.

4.2 Any written insertions, alterations, or erasures of the bid must be initialed by the Signer of the bid. The bid proposal is to be either typewritten or made out in ink.

4.3 Bids are to be addressed as indicated on Form of Proposal and are to be enclosed and sealed in the envelope with the following information:

- 1. Title of the Project and Bid Number**
- 2. Bidder's name**
- 3. South Carolina Contractor/Specialty License Number**
- 4. Address**
- 5. Identified with the words "2024 Facilities Construction Security Wall"**

4.4 The Bidders are cautioned that it is the responsibility of each individual Bidder to ensure that his/her bid is in the possession of the responsible official or his/her designated alternate prior to the stated time and at the place of bid opening. The Owner is not responsible for bids delayed by mail and/or delivery services of any kind. No bids transmitted by facsimile will be accepted. Bids, amendments thereto, or withdrawal requests received after the time advertised for bid opening will not be accepted.

4.5 No bid may be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days after bid opening.

- 4.6 Each bid shall be accompanied by a Bid Security Bond or Certified Check in the amount of not less than five percent (5%) of the total Base Bid, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the bid. If a bid bond is submitted, it must be accompanied by a notarized Power of Attorney.

5.0 CONSIDERATION OF BIDS

5.1 REJECTION OF BIDS

The Owner shall have the right to reject any or all bids, including any not accompanied by any required Bid Security insurance documents or by other data required by the bidding documents.

5.2 ACCEPTANCE OF BID (AWARD)

A. Award of Bid:

It is the intent of the Owner to award a contract to the lowest responsive and responsible Bidder provided the bid have been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. The Owner shall have the right to waive any informality or irregularity in any bid or bids received and to accept or reject the bid or bids, which in his/her judgment is in the best interest of Aiken County Public Schools.

B. Date for commencement and substantial completion:

The Contractor hereby agrees to deliver to the Owner two (2) executed copies of the "Contract Agreement" within seven (7) days from the date set forth in the Notice of Award. Notice to Proceed will **NOT** be issued to the Contractor until receipt of:

1. Executed "Contract Agreement"
2. Performance and Labor and Materials Payment Bond with Power of Attorney
3. Certificate of Insurance
4. Construction Progress Schedule

C. Qualifications – **Bidder's must comply with the following:**

1. Comply with all requirements of Local, State, and Federal laws.
2. Have a valid and current South Carolina Contractor/Specialty License or General Contractor License, to perform this type of work, commensurate with the requirements of the South Carolina State

Licensing Board.

3. If awarded the Bidder fails to present proper paperwork within reasonable time after award the Owner will give notice and award to the next lowest Bidder.
4. Local permits may be required in different municipalities in Aiken County, South Carolina.

5.3 WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphed requests received from the Bidders prior to the time fixed for the bid opening.

5.4 CONTRACTOR/SPECIALTY LICENSE

Each Bidder is required to have a South Carolina GC or Contractor/Specialty License before the bid opening date. This information will be displayed on the outside of the proposal envelope.

5.5 IN CASE OF TIE BIDS, the award will be determined according to the School District Procurement Code Section (v) (b) (2) (i).

6.0 INSURANCE

6.1 CONTRACTOR'S LIABILITY INSURANCE

- A. The Contractor shall purchase and maintain with a company or companies, acceptable to the Owner, such insurance as will protect him/her from claims set forth below which may arise out of, or result from, the Contractor's operations under the Contract, whether such operations are by him/her or by any Subcontractor or by anyone for whose acts any of them may be liable.
 1. Claims under workers or workmen's compensation, disability benefit, and other similar employee benefit acts;
 2. Claims for damages because of bodily injury, occupational sickness or disease or death of his/her employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees;
 4. Claims for damages insured by usual personal injury liability coverage, which are sustained;
 - (1) By any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; or
 - (2) By any other person;

5. Claims for damages other than to the work itself because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- B. The insurance required by paragraph "A" shall be written for not less than any limits of liability specified in the contract documents, or required by law, whichever is greater.
- C. Minimum limits of liability for the following types of insurance are required (B.I. = Bodily Injury; P.D. = Property Damage; limits are shown in thousands of dollars):
1. Workman's Compensation, including:
 - a. Workman's Compensation Insurance
 - b. Employer's Liability
 2. Comprehensive General Liability, including:
 3.
 - a. Premises and Operations
\$500,000 B.I.: 100 P.D.
 - b. Contractor's Protective Liability
\$500,000 B.I.: 100 P.D.
 - c. Products Liability, including completed Operations Coverage
\$500,000 B.I.: 100 P.D.
 3. Comprehensive Automobile Liability, including:
 - a. All owned automobiles
\$250,000/\$500,000 B.I.: 100 P.D.
 - b. Non-owned automobiles
\$250,000/\$500,000 B.I.: 100 P.D.
 - c. Hired car coverage
\$250,000/\$500,000 B.I.: 100 P.D.
- D. In addition to Contractual Liability including indemnification provision, Bodily Injury and Property Damage coverage under both Comprehensive General and Comprehensive Automobile forms shall include "occurrence" basic wording, which means an event or continuous or repeated exposure to conditions, which unexpectedly causes injury or damage during policy period.
- E. The Contractor shall either (a) require each of his/her Subcontractor's to procure and maintain during the life of his/her sub-contract Subcontractor's

Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified in this sub-paragraph, or (b) insure the activities of his/her Subcontractor's in his/her own policy.

- F. A copy of a valid Certificate of Insurance acceptable to the Owner shall be submitted with bid. The Certificate must have the signature of a responsible officer of the insurance company. The Certificate must have valid dates covering the time that work is to be performed in. The insurance company must be rated no lower than "A" in A.M. Best. The Certificate shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Owner.

7.0 TIME/COMPLETION SCHEDULE

- 7.1 The Owner, in order to schedule project usage, must have definite schedule of completion time from the Contractor, therefore, the successful Contractor is expected to submit a construction schedule for approval that assures that the substantial completion time agreed upon and detailed below is met. The contract will not be awarded to the Contractor until this construction schedule has been received and approved by the Owner.

- 7.2 **THE TIME OF COMPLETION (SUBSTANTIALLY COMPLETE)** is hereby established and agreed to as to be **120 days from award.**

- 7.3 Should the Contractor fail to complete the work within the specified time, he/she agrees to pay and authorize the Owner to retain the sum of Two Hundred and Fifty Dollars (\$250.00) per calendar day that the work remains incomplete.

- 7.4 These sums are agreed upon as a proper measure of liquidated damages, which the Owner will sustain per calendar day, by failure of the Contractor to complete the work by the time stipulated above. This sum is agreed to by both parties, and in no way construed as a penalty.

8.0 PROGRESS PAYMENTS

Based upon applications for payment submitted to the Owner by the Contractor, the Owner shall make progress payments up to ninety-six and half percent (96 ½ %) of the contract price, to the Contractor.

8.1 RETAINAGE

The Owner will retain three and half percent (3 ½%) of the total contract price until the project is complete, all punch list items are complete, and the Owner accepts the project.

9.0 PROJECT CLOSEOUT

9.1 RELATED DOCUMENTS

All drawings, specifications, and general provisions of Contract, including General and Supplementary Conditions. AIA Documents: A107 Instructions to Bidders, AIA Document A133-2009 Contract, AIA G702 Pay App, AIA G706A-1994 Release of Liens, AIA G707 Final Payment, and AIA G706-1994 Payment of Debts and Claims.

9.2 DESCRIPTION OF REQUIREMENTS

A. Definitions:

Closeout is hereby defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, and normal termination of contract, occupancy by the Owner and similar actions evidencing completion of the work.

All close-out documents required by the Contractor are noted on the attached checklist (SEE BELOW)

AIKEN COUNTY PUBLIC SCHOOLS PROJECT CHECKLIST

It is the responsibility of the Architect/Engineer and Contractor to provide the Owner with the documentation on this list. The Owner will not release final payment to either party until receipt of documents.

SCHOOL(S): Operations Center

ARCHITECT/ENGINEER: Owner

PROJECT: "2024 Facilities Construction Security Wall"

DOCUMENTATION	RESPONSIBILITY OF:	REC'D	COMMENTS
AFFIDAVIT OF ADVERTISEMENT WITH CLIPPING (S.C. NEWSPAPERS & BUSINESS OPPORTUNITIES)	Owner		
BID PROPOSAL FORM, INCLUDING, AS REQUIRED:	Owner		
LIST OF SUBCONTRACTORS	Owner		
BIDDER'S LICENSE #	Contractor		
CONTRACTOR'S LICENSE #	Contractor		
ASBESTOS ABATEMENT LICENSE #	Owner		
DRUG-FREE WORKPLACE STATEMENT	Owner		
CERTIFICATE OF INSURANCE (Workman's Compensation and General Liability)	Owner		
BID BOND OR BID SECURITY (5%) POWER OF ATTORNEY FOR BID BOND	Owner		
BID TABULATION SHEET	Owner		
16 DAY INTENT-TO-AWARD NOTICE TO ALL BIDDERS (FOR PROJECTS OVER \$50,000)	Owner		
BOARD MINUTES OF BID APPROVAL AND AWARD	Owner		
PERFORMANCE BOND	Contractor		
LABOR AND MATERIALS PAYMENT BOND	Contractor		
GENERAL POWER OF ATTORNEY FOR BONDS	Contractor		
NOTICE OF AWARD/NOTICE TO PROCEED	Owner		
SIGNED CONTRACT	Owner		
PURCHASE ORDERS	Owner		

AIKEN COUNTY SCHOOL DISTRICT PROJECT CHECKLIST (CONTINUED) DOCUMENTATION	RESPONSIBILITY OF:	REC'D	COMMENTS
BUILDER'S RISK POLICY	Owner		
CERTIFICATE OF SUBSTANTIAL COMPLETION	Owner		
AGENCY INSPECTIONS (I.E., DHEC, FACILITIES MGT., ETC.)	Owner		
"NO ASBESTOS" CERTIFICATION	Contractor		
FINAL INSPECTION & PUNCHLIST	Owner		
ROOF WARRANTIES	Contractor		
GENERAL CONTRACTOR'S WORKMANSHIP & MATERIAL WARRANTY	Contractor		
SUBCONTRACTOR'S WORKMANSHIP & MATERIAL WARRANTY	Contractor		
OTHER WARRANTIES	Contractor		
O & M MANUALS	Contractor		
O & M TRAINING STATEMENT	Contractor		
LIST OF SUBCONTRACTORS BY SPECIALTY, INCLUDING ADDRESSES AND TELEPHONE NUMBERS	Contractor		
SEPARATE RELEASE OR WAIVERS OF LIENS FROM SUBCONTRACTORS AND SUPPLIERS	Contractor		
CONSENT OF SURETY TO FINAL PAYMENT (AIA FORM G707)	Contractor		
CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS & CLAIMS (AIA FORM G706)	Contractor		
CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS (AIA FORM G706A)	Contractor		
CONTRACTOR'S RELEASE OR WAIVER OF LIENS CONDITIONAL UPON RECEIPT OF FINAL PAYMENT (ON CONTRACTOR'S LETTERHEAD)	Contractor		
CHANGE ORDERS	Owner		
AS-BUILT DRAWINGS PERMANENT INSURANCE POLICY	Owner		

9.3 PREREQUISITES TO SUBSTANTIAL COMPLETION

A. General:

Prior to requesting the Owner's inspection for certification of substantial completion for the entire work, the Contractor must complete the following and list known exceptions in this request:

1. Progress payment request coincident with the first following date claimed, showing either 100% completion for portion of work claimed as "substantially complete" or list incomplete items, value of incompleteness, and reasons for being incomplete.
2. Include supporting documents necessary for completion as indicated in these contract documents.
3. Advise the Owner of pending insurance change over requirements.
4. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications, and similar documents. The Contractor shall provide the Owner with a product warranty guarantee. This shall guarantee that work and materials will be free from defects for one (1) year from date of substantial completion of project, and that this guarantee covers both materials and workmanship, and that any defect will be repaired or replaced promptly without further costs to the Owner. Final payment of three and half percent (3 ½%) retainage will not be released by the Owner until receipt of these documents, and all other required close out documents, including receipt of final lien waivers from manufacturers and Subcontractor's.
5. Where appropriate, the Contractor is to furnish the Material Safety Data Sheet" (OSHA-20) for any material as required by OSHA standards.
6. Submit maintenance manuals and any other related information.
7. Complete final clean up requirements.
8. Touch up and otherwise repair and restore marred exposed finishes.

B. Inspection Procedures:

Upon receipt of the Contractor's request, the Owner will either proceed with inspection or advise the Contractor of prerequisites that are not fulfilled. Following initial inspection, the Owner will either advise the Contractor that work is substantially complete and accepted, or advise the Contractor of work, which must be performed prior to final acceptance. Results of completed inspection will form initial "punch list" for final acceptance.

9.4 PREREQUISITES FOR FINAL ACCEPTANCE & FINAL PAYMENT

A. General:

Prior to requesting Owner's final inspection for certification of final acceptance and final payment, as required by General Conditions, complete the following and list known exceptions in request:

1. Submit final payment request with final releases and supporting documentation not previously submitted and accepted.
2. Submit final lien waiver from manufacturers and Subcontractor's.
3. Submit updated final request for payment, accounting for additional (final) changes to Contract Sum that have previously been approved.
4. Submit a copy of the Owner's final punch list of itemized work corrected, stating that each item has been completed or otherwise resolved for acceptance by the Owner. Punch list items shall be completed within ten (10) calendar days.

B. Re-inspection Procedures:

1. Upon receipt of the Contractor's notice that work has been completed, including the completion of punch list items resulting from earlier inspection, and accepting incomplete items delayed because of acceptable circumstances, the Owner will re-inspect work. Upon completion of re-inspection, the Owner will advise the Contractor of work not completed or obligation not fulfilled as required for final acceptance. If necessary, the procedure will be repeated.
2. The Owner will make one (1) visit to the site for final inspection of the work to prepare punch list of discrepancies. A second visit will be made to the site to review the punch list after being notified, in writing, by the Contractor that 100% of the punch list items have completed. If there are remaining items on the punch list that are incomplete because of circumstances beyond his/her control, the Contractor shall itemize these in detail. If an additional re-inspection is needed; the cost of the inspection will be the burden of the Contractor and deducted from the final payment.

- C. **The School District of Aiken County will pay approved invoices and request for payment within thirty-one (31) days after satisfactory completion and acceptance of the project.** Only after this time will late payment charges assessed by the Contractor be honored.

10.0 DESCRIPTION OF WORK:

A. General:

1. The scope of work shall include the building of 4 walls (38' & 43' walls to separate

the Facilities Construction Department from the Conference Area), and (2-12'4" walls to create a 12'x12' office in the corner), installing door frames and doors, insulating for sound, hanging, and finishing sheetrock, painting, and updating the fire sprinkler system in the new office space as specified: **"2024 Facilities Construction Security Wall."**

- B. The contractor shall furnish at the job site all labor, material (including all applicable taxes), tools equipment, supervision, Workman's Compensation, Property Damage, and Liability Insurance necessary to complete all work. Site supervisor must have a clear understanding of both the spoken and written English language.
- C. The contractor will coordinate all work and pre-bid inspections with the Facilities Construction Department to ensure that it does not interfere with prescheduled meetings. Generally, work may be performed Monday- Friday between the hours of 8:00 am and 5:30 pm. In the summer, the Aiken County School District operates on a ten (10) hour per day, four (4) day work week between the hours of 7:00 am and 5:30 pm. Therefore, the Contractor will coordinate with Facilities Construction on opening and securing the building. Any weekend work or work on holidays will be approved and coordinated with the Facilities Construction Department and requested in writing twenty-four (24) hours prior to the weekend needed.
- D. Existing Conditions:

It shall be the responsibility of the Contractor to familiarize himself/herself with all existing conditions at the site which affect his/her work, or which would be affected by his/her work. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner insofar as practicable.
- E. Drawings and notes showing square footage, room numbers, and comments are attached for information only, actual conditions may vary, and it is the Contractor's responsibility to inspect all areas and note problems prior to bid.

10.1 CARPET

- A. Remove carpet squares from the area where the new walls will be located. Do not discard the carpet tiles, they will be reinstalled after the wall is built.

10.2 WALL CONSTRUCTION

- A. Walls shall be constructed with 3 ½" metal studs 16" on center. The wall will be secured to the existing recessed ceiling grid and braced to the structural steel above the ceiling.
- B. Walls shall be insulated with Rockwool or equivalent material for soundproofing.
- C. Walls shall be covered with 5/8" sheetrock and finished to a smooth finish.

10.3 DOORS & FRAMES

- A. The door frames shall be commercial grade hollow wall metal frames to match the

existing frames.

B. There are 3 door openings on the project, (2) single 36x84 and (1) double 72x84.

C. All doors shall be solid core wooden doors to match the existing doors.

10.4 PAINTING

A. All walls and door frames shall be painted to match the existing colors. The doors shall be treated with a clear urethane finish to match the existing doors.

10.5 FLOORING & BASEBOARD

A. After the wall is painted, cut and reinstall the carpet that was removed to build the walls.

B. Provide and install black vinyl baseboard to match the existing baseboard.

10.6 FIRE SPRINKLERS

A. Add fire sprinkler heads as needed to meet fire code requirements in the new office area.

10.7 ELECTRICAL

A. Electrical work will be handled under a separate contract.

10.8 LOCKSETS

A. Locksets will be handled under a separate contract.

10.9 HVAC

A. HVAC will be handled under a separate contract.

11.0 SUBMITTALS

Schedule of Work

A. Upon receipt of contract with the Owner, the Contractor shall establish and submit a schedule prior to award and assume responsibility for all items of installation until such work is completed and accepted. This may require some work to be completed after hours, holidays, or weekends. Please make these considerations. Weekend work, holiday, and after school hours will be coordinated by Facilities Construction in advance and may not be granted dependent upon meetings or events occurring at site.

12.0 ENVIRONMENTAL CONDITION

A. General:

Perform construction in such manner as to eliminate hazards to persons and property; and to minimize interference with use of adjacent areas, utilities, and

structures of interruption of use of such facilities; and free passage to and from such adjacent areas of structures.

B. OSHA Standards:

Where appropriate the successful vendor must furnish with each order the Material Safety Data Sheet (OSHA-20) for any material as required by OSHA standards.

C. Appropriate dress is required: shirts with sleeves, no inappropriate language, or pictures, etc. are allowed, including behavior or comments to students or staff.

D. NO SMOKING OR TOBACCO PRODUCTS ALLOWED ON SCHOOL PROPERTY.

13.0 PRODUCT DELIVERY, STORAGE, AND HANDLING

In a manner to prevent, damage before, during, and after installation, until acceptance by the Owner. The Owner will not accept deliveries of materials that is the Contractor's responsibility.

14.0 QUALITY ASSURANCE

- A. Installation shall be in accordance with the latest applicable codes and requirements, and in accordance with the manufacturer's installation instructions.
- B. All materials shall be new and as specified and shall not be submitted unless approved by the Owner.
- C. It will be the responsibility of the Bidder to furnish with his/her bid a list clarifying any deviation from these specifications, written or implied.

15.0 CLEAN-UP

The Contractor is responsible for removing all debris from the work area on a daily basis. The Contractor shall not use the district's dumpsters. **The Contractor will provide his/her own means of disposing of trash.** The Contractor, to the satisfaction of the Owner, will repair any damage to the surrounding areas, equipment, furniture, or building, etc. The Contractor is responsible for thoroughly cleaning construction areas. The areas will be returned to their original condition prior to the conclusion of the project.

16.0 ALLOWANCE

- A. Provide allowance for the items listed in this specification. Allowances shall be included in the total **BASE BID**.
- B. The Contractor's mark up, labor burden, overhead and profit, and all other costs for the allowances shall be included in the lump sum base bid not identified in the

drawings or specifications. Processing fees, office supplies, handling fees, other fees or cost are prohibited. Any allowances leftover will be returned as a credit change order at the completion of the job to the Owner.

- C. Allowance amounts are only for components and scope of work not identified on the plans or not specifically listed as an allowance.
- D. The Contractor shall include in his/her **BASE BID** the lump sum allowance of **\$5,000.00** for additional scope of work. All of the Contractor's costs relating to the allowance items other than the actual purchase should be included in the base bid and not in the allowance. Any unused allowance at the completion of the job will be returned to the Owner.

OWNER

ACPSD Operations Center
Facilities Construction Department
61 Given Street
Aiken SC, 29805

17.0 DRAWINGS AND SPECIFICATIONS

Drawings accompany the specifications and one (1) is complementary to the Owner. In the event of a conflict between drawings and specifications, the provisions of the specifications shall govern.

- 1. Drawings are titled: **"2024 Facilities Construction Security Wall."**
- 2. Specifications are titled: **"2024 Facilities Construction Security Wall."** Specific reference in specifications or on drawings to any article, device, product, fixture or material, by name, make, catalog number or manufacturer, with or without the words "or equal" shall be interpreted as establishing a standard of quality or function expected, and should not be interpreted as an attempt to limit competition. The Contractor may submit a request for approval of items other than those so mentioned prior to submitting his/her bid.
- 3. Provide all references provided by the Owner pertaining to dimension, material, square footage, and conditions as a courtesy. The contract is not limited to the listed items only and the Contractor should verify all existing conditions as they apply to this contract.

17.1 WARRANTY

All materials and work shall have a period of one year for defects.

CONTRACTOR'S ONE-YEAR GUARANTEE (MINIMUM)

(To be filled out by the winning Bidder after Substantial Completion)

STATE OF: South Carolina

COUNTY OF: Aiken

PROJECT: 2024 Facilities Construction Security Wall

PROJECT NAME: _____

in _____
(Contractor to fill in name of each individual school of this project and to submit one form filled and signed for each separate school)

We, _____, as the Contractor on the above named project do hereby guarantee that all work executed under the requirements of the Contract Documents shall be free from defects due to faulty materials and/or workmanship for a period of at least one (1) year from date of the execution of the Certificate of Substantial Completion and hereby agree to remedy defects due to faulty material and/or workmanship and pay for any damage resulting therefrom, at no cost to the Owner provided, however, that the following are excluded from this guarantee:

Defects or failures resulting from abnormal usage or abuse by the Owner. Damage caused by fire, tornado, hurricane, Acts of God, wars, riots, or civil commotion.

Note: It is understood that this guarantee is in addition to any guarantee provided by manufacturer of the paints used on the flooring and is to be considered as "minimum guarantee" only.

- 1.2 It is specifically understood that the terms of this guarantee, the compliance therewith and the fulfillment of all obligations thereunder are fully protected by the Performance Bond furnished by the Contractor, and do not void any other more stringent warranties that may normally be in effect.

Name of Contracting Firm:

By:

Title:

Must be executed by an officer of the contracting firm

Sworn to before me this _____ day of _____, 2023

_____ (seal) Notary Public for (State)

FORM OF PROPOSAL

DATE: _____

SUBJECT: Bidder's Proposal for 2024 Facilities Construction Security Wall

TO: Kevin Chipman, Facilities Construction Department,
Aiken County Public Schools Operations Center
61 Given Street
Aiken, South Carolina 29805

FROM: _____
Bidder

Address

Telephone Number

Fax Number

Email Address

The undersigned certifies that all materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given, or referred to in the project manual entitled

2024 LED Exterior Signs at East Aiken Elementary, North Aiken Elementary,
Aiken High, North Augusta High, and South Aiken High

Bid date: February 29, 2024

NOTE TO BIDDER: In the event of tie bids, the award will be determined according to the School District Procurement Code Section (V) (B) (2) (i).

FAILURE BY THE BIDDER TO BID AN ALTERNATE(S) SHALL RENDER THE BID NON-RESPONSIVE. An alternate shall be bid by indicating either a dollar amount or the words "No Change".

Drug Free Workplace Act (effective January 1, 1991) is a requirement if bid exceeds \$50,000.00. It will require a certification from you before this award becomes final. Please acknowledge and certify your compliance. The Bidder will acknowledge and certify compliance to the Drug Free Workplace Act if bid exceeds \$50,000.00. **By signing this form, it represents a drug free workplace and environment.** The undersigned having carefully examined the specifications and their related documents, and being familiar with the site and physical conditions affecting the proposed work, and being familiar with the availabilities of materials and labor, do hereby propose

the following bid(s):

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. _____ DATED: _____
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. _____ DATED: _____
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. _____ DATED: _____

The above-named Bidder acknowledges and agrees that he/she is to be allowed a total of sixty (60) days after "Notice to Proceed" to reach Substantially Complete stage, and that if the work is not deemed to be Substantially Complete within that time, he/she agrees to pay Two Hundred and Fifty dollars (\$250.00) per calendar day that work remains incomplete as described in Article 7.02.

BASE BID:

1. The Bidders are requested to submit their bids in the formats as outlined on the following pages, but may submit different combinations of bids as he/she selects.
2. The Owner reserves the right to waive any informality in bidding and to reject any or all bids.
3. Awarding of contracts will be at the Owner's discretion but will be based on what he/she considers to be in his/her best interest.
4. The Owner's intent is to award this project on a school-by-school basis.
5. Add the allowance for each school to the Bidder's base bid for additional scope of work per Section 16.0 Allowances. Any unused allowance at the job's completion will be returned to the Owner.

Project: 2024 Facilities Construction Security Wall

For the complete project, including all applicable taxes, as described and implied by plans and specification:

BASE BID: Installation of Security walls at **Facilities Construction Department**. Add **\$5,000.00** allowance to base bid.

Dollars (\$ _____ ._____))

Proposed start and completion date: _____

DATE FOR COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Undersigned hereby agrees to deliver to the Owner three (3) executed copies of the AGREEMENT within seven (7) days from the date set forth in the NOTICE TO PROCEED. Begin execution of work only after the required Performance Bond, Payment Bond, and Certificate of Insurance have been delivered to the Owner. Failure to comply with any of the above conditions or to commence actual physical work on this project within twenty-one (21) days from date set forth in the NOTICE TO PROCEED will entitle the Owner to consider your bid unresponsive. In this event, the Owner may withdraw the NOTICE TO PROCEED and declare your bid security forfeited. All work shall be substantially completed by the date established in the AGREEMENT.

LISTING OF SUBCONTRACTORS

List all Subcontractors and floor material suppliers who will perform work or services.
FOR BASE BID OR ALTERNATE BID.

Name of Trade	Subcontractor's or Material Suppliers Name, Location (City and State), Contact and Phone Number
1.	
2.	

NOTE: Failure to list Subcontractors and material suppliers in accordance with the code shall render the Prime Contractor's bid unresponsive. State shall be assumed to be South Carolina, unless shown otherwise. All work shall be assumed to be by the Bidder's own personnel, unless shown otherwise.

No Prime Contractor whose bid is accepted shall substitute any person as Subcontractor in place of the Subcontractor listed in the original bid, except with the consent of the Owner, for good cause shown.

DISCOUNTS APPLICABLE TO THE ABOVE ITEMS ARE AS FOLLOWS: N/A

WARRANTED ITEMS ARE AS FOLLOWS: All materials and labor complete for a period of one (1) year from date of substantial completion as stated in specifications.

ESTIMATED DELIVERY TIME FOR STOCK ITEMS AFTER RECEIVING ORDER ARE: _____

ESTIMATED DELIVERY TIME FOR FACTORY SHIPPED ITEMS AFTER RECEIVING ORDER ARE: _____

SHIPPING TERMS: _____

Time of delivery will be a factor in making this award.

BID HOLDING TIME

The undersigned hereby agrees that this bid may not be revoked or withdrawn after the time

set for opening of bids but shall remain open for a period of sixty (60) days following such time.

BID SECURITY

Enclosed is a Bid Bond or Certified Check in the amount of _____ Dollars (\$_____. ____) being not less than five percent (5%) of the total Base Bid, payable to the Owner. The undersigned agrees that the above stated amount is the proper measure of liquidated damages, which the Owner will sustain by failure of the undersigned to execute a contract. The undersigned agrees that, if he/she is unwilling to execute a contract, the obligation of the Bid Bond will remain in full force and effect and the monies payable thereon shall be paid into the funds of the Owners as liquidated damages for such failure.

BIDDERS QUALIFICATIONS

It is understood that before the Proposal is considered for award, the Bidder may be requested by the Owner to submit a statement of facts in detail as to his/her previous experience similar to comparable work and of his/her business and technical organization and financial resources available to be used in performing contemplated work.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned certifies that the Contractor listed below will provide a "DRUG FREE WORKPLACE" as that term is defined in Section 44-107-30 of the S.C. Code of Laws by complying with the requirements set forth in Title 44, Chapter 107.

_____	_____
Company Name of Bidder	Representative's Signature

Title	

Address	
_____	_____
Telephone Number	Fax Number

Email Address	

REQUIRED ATTACHMENTS: Certificate of insurance, bid security, brand name with product data & installation instructions.

Federal Identification Number: _____


Contractor's Classifications and sub classifications with limitations.

(Classification)

(Sub classification)

(Limitations)

(S.C. Contractor/Specialty License Number)

	Aiken County School District Invitation for Bid	Solicitation Number:	22924
		Date Issued:	February 29, 2024
		Procurement Officer:	Kevin A. Chipman
		E-Mail Address:	kchipman@acpsd.net
		Facilities Construction Department	

DESCRIPTION: 2024 Facilities Construction Security Wall

The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS: ACPSD/Facilities Construction Department 61 Given Street Aiken, SC 29805	PHYSICAL ADDRESS: ACPSD-Facilities Construction Department 61 Given Street Aiken, SC 29805
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QUESTIONS MUST BE RECEIVED BY: February 22, 2024 at 11:00 a.m.

BIDS MUST BE RECEIVED NO LATER THAN February 29, 2024 at 2:00 p.m.

NUMBER OF COPIES TO BE SUBMITTED: One (1) original

CONFERENCE TYPE: Pre-Bid Conference DATE & TIME February 8, 2024 at 10:00 a.m. (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: 61 Given Street Aiken, SC 29805
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AWARD & AMENDMENTS	Amendments and Awards will be posted on the District's website at www.acpsd.net (Departments, Facilities Construction). It is the bidder's responsibility to check for amendments.
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.
 (See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR (full legal name of business submitting the offer)		Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)		TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)
TITLE (business title of person signing above)		
PRINTED NAME (printed name of person signing above)	DATE SIGNED	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

SOUTH CAROLINA MINORITY BUSINESS? YES _____ NO _____	MINORITY CATEGORY _____ (Traditional minority, woman, etc.)
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OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

PAGE TWO

(Return Pages One and Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> 	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p>Area Code - Number - Extension Facsimile</p> <p>E-mail Address</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>____ Payment Address same as Home Office Address</p> <p>____ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>____ Order Address same as Home Office Address</p> <p>____ Order Address same as Notice Address (check only one)</p>
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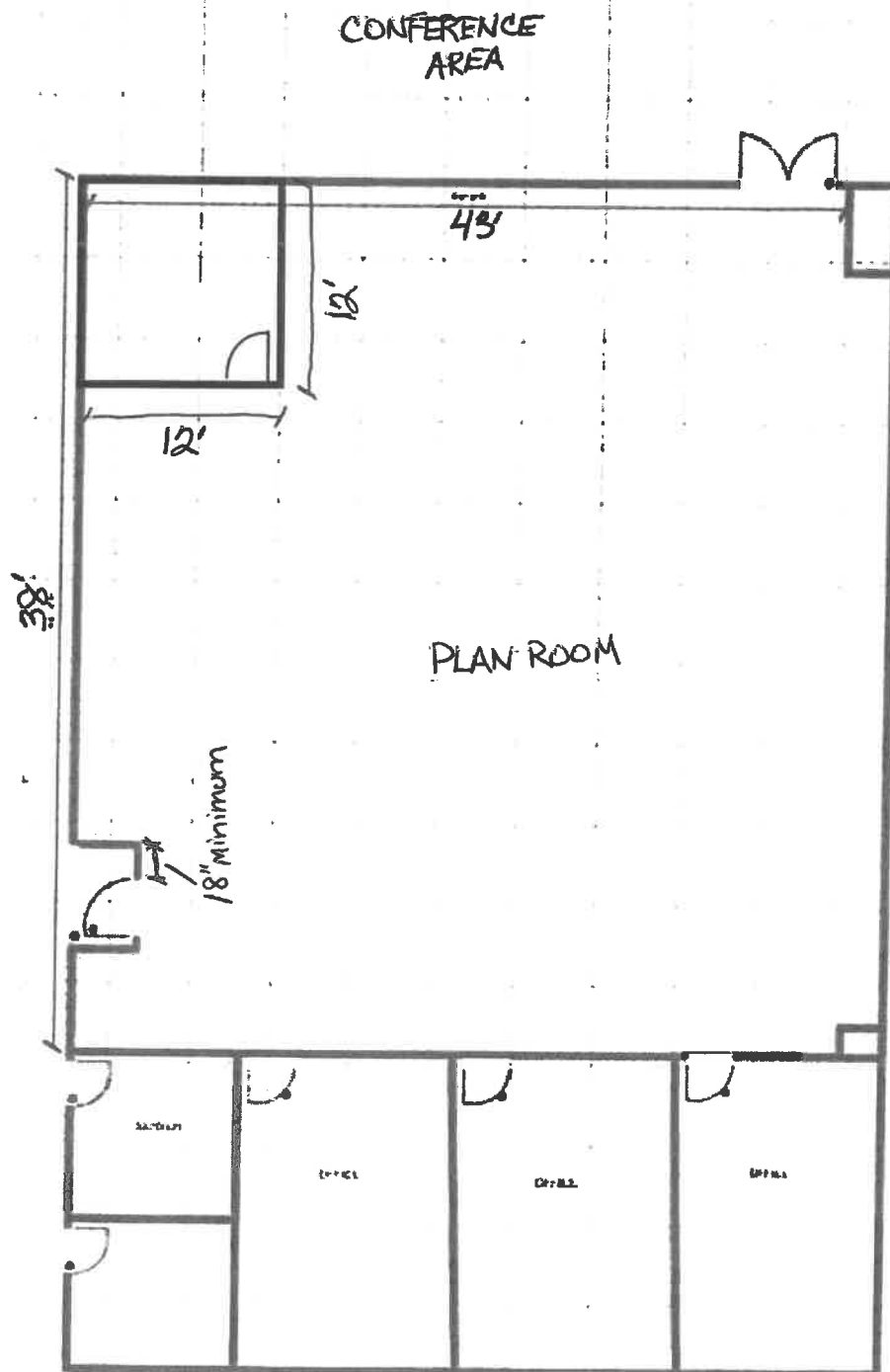
ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

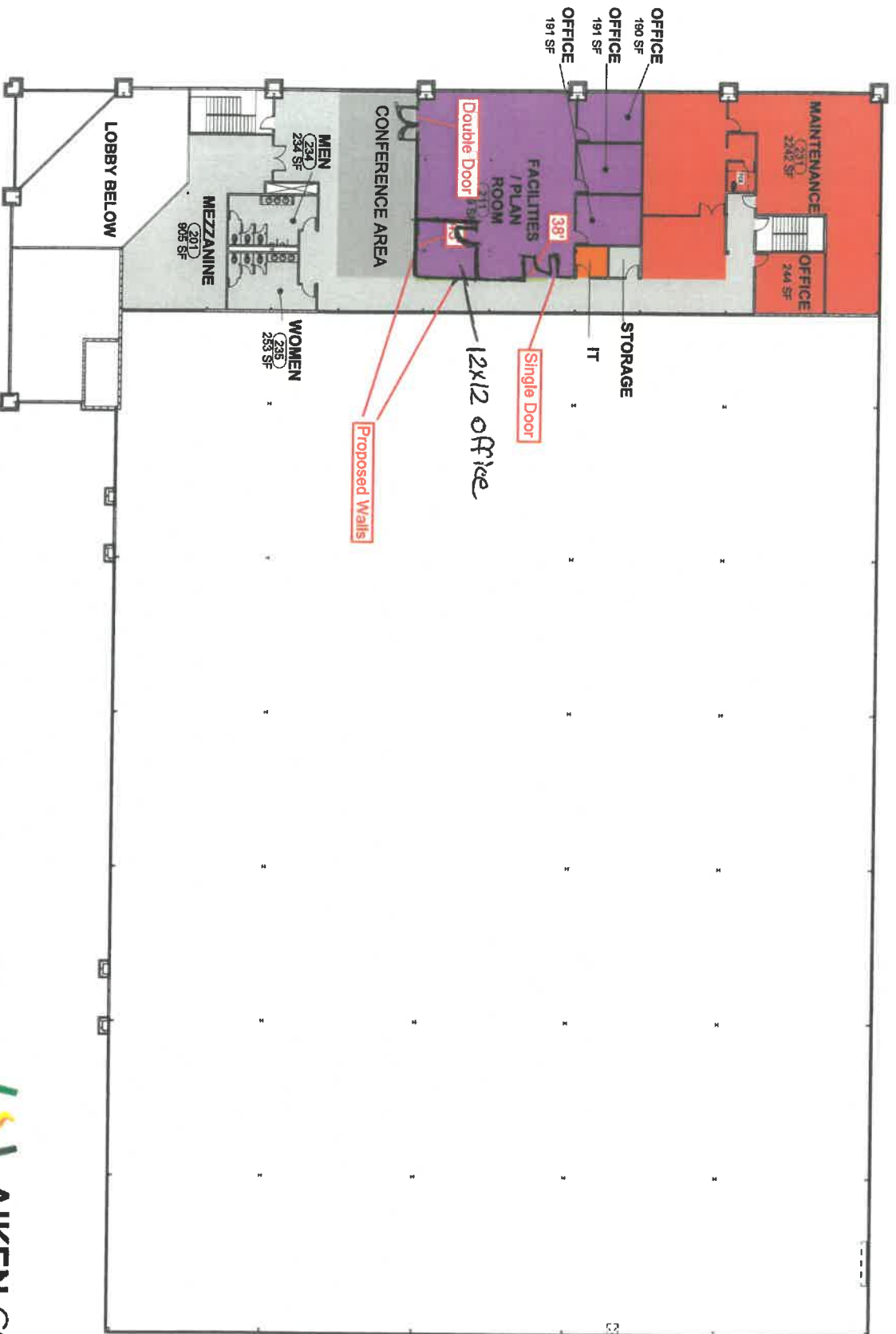
<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>____ Calendar Days (%)</p>
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PREFERENCES - ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference or the Resident Contractor Preference. Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference.

<p>____ In-State Office Address same as Home Office Address</p>	<p>____ In-State Office Address same as Notice Address (check only one)</p>
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SECOND FLOOR



ACPSD Operations Center
61 Given Street, Aiken, SC 29805

803 642-0436