

SECTION A

**FAIRFIELD COUNTY COUNCIL
SOLICITATION**

IFB: **DSS HVAC Replacement Systems**
 DATE ISSUED: **09/27/2018**
 Procurement Officer: **Sheila Pickett, CPPB**
 Phone: **(803) 635-1415**
 E-Mail Address: **sheila.pickett@fairfield.sc.gov**

SUBMIT OFFER BY: **October 16, 2018/ 11:00 A.M.**
QUESTIONS MUST BE RECEIVED BY: **October 10, 2018/ 10:00A.M.**
NUMBER OF COPIES TO BE SUBMITTED: **1**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:
 FAIRFIELD COUNTY COUNCIL
 P. O. DRAWER 60
 WINNSBORO, S.C. 29180

PHYSICAL ADDRESS:
 FAIRFIELD COUNTY COUNCIL
 PURCHASING DEPARTMENT
 350 COLUMBIA ROAD
 WINNSBORO, S. C. 29180

CONFERENCE TYPE: Site Visit/ Pre Bid Conference	LOCATION: Fairfield County DSS 1136 Kincaid Bridge Road Winnsboro, SC 29180
DATE & TIME: October 9, 2018 11:00 am	

<p>You must submit a signed copy of this form with Your Offer. By submitted 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 thirty (30) calendar days after the Opening date.</p>	
NAME OF OFFEROR (Full legal name of business submitted the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity(federal, state, or local) <input type="checkbox"/> Other _____
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME	
DATE SIGNED	
Instructions regarding Offeror's name: Any award will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal. 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.	
STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)	
TAXPAYER IDENTIFICATION NO.	STATE VENDOR NO.

HOME OFFICE ADDRESS (Address for offeror's home office/principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)			
	Area Code	Number	Extension	Facsimile
	E-mail Address			

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
Payment Address same as Home Office Address Payment Address same as Notice Address (check only one)	Order Address same as Home Office Address Order Address same as Notice Address (check only one)

Fairfield County Council
Procurement Department
P. O. Drawer 60
Winnsboro, South Carolina 29180
(803) 815-4000
Fax (803) 635-5969

INVITATION TO BID

Fairfield County is soliciting competitive sealed bids for the replacement of eight (8) existing HVAC systems located at the Department of Social Services. A non-mandatory **site visit** will held **Tuesday, October 9, 2018 at 11:00 a.m.** at the Fairfield County Department of Social Services located at 1136 Kincaid Bridge Road Winnsboro, SC 29180.

Specifications and other information may be obtained from the Fairfield County Purchasing Department, 350 Columbia Road, Winnsboro, South Carolina or, by telephoning (803) 815-4004, or website www.fairfieldsc.com.

Sealed bids, clearly marked **IFB DSS HVAC Replacement Systems** will be accepted on **October 16, 2018 until 11:00 A.M. SHARP** by the Purchasing Department, at the above address at that time they will be publicly **OPENED** and **RECORDED INTO THE RECORDS.**

Fairfield County reserves the right to accept or reject any or all proposals, consequently, awarding a bid deeming in the best interest of the County. Fairfield County reserves the right to retain all bids for a period of thirty (30) days and to reject any and all bids and to waive any informalities and/or irregularities thereof.

Sheila Pickett, CPPB
Director of Procurement

SECTION B

GENERAL BID CONDITIONS

1. INSTRUCTIONS TO BIDDERS:

Proposals shall be publicly opened at **11:00 A.M. (SHARP)** on **October 16, 2018** as indicated in the invitation to Bid and shall be conducted in the “FAIRFIELD COUNTY GOVERNMENT COMPLEX BUILDING, 350 COLUMBIA ROAD, WINNSBORO, SC 29180, IN THE CONFERENCE ROOM.

- b. Sealed bids shall be enclosed and secured in an envelope. The name and address of the bidder shall be displayed on the envelope. Bids shall be addressed to the Director of Purchasing, PO Drawer 60, Winnsboro, South Carolina 29180. Hand carried bids shall be delivered to the Purchasing Department, 350 Columbia Road, Winnsboro, South Carolina 29180.
- c. Bids shall be submitted no later than **11:00 A.M.** in the place and manner as described in paragraph 1b above and on the date indicated by the invitation to Bid. Bids received after this time is considered late bids. Late bids shall not be considered, unless the delay was caused by improper handling by the District employees.
- d. The County shall not accept responsibility for unidentified bids.
- e. In the event that a bid is unintentionally opened prior to the official time set for the bid opening, the employee opening such bid shall immediately inform the Director of Purchasing or his assistant who shall, in the presence of another of equal rank or above, immediately contact the vendor submitting the bid.
- f. The vendor so contacted will be informed as to the circumstances and shall be invited to come to the office of the Director of Purchasing to reseal and submit or withdraw the bid. If the vendor elects to reseal and submit the bid, such vendor shall be required to sign, date and indicate the time of resealing on the bid envelope. If the vendor directs the Purchasing Department to reseal the bid, both the employee making the contact to the vendor and the district witness present, shall sign, date and indicate the time of sealing on the bid envelope.
- g. In the event that the Purchasing Department is directed by the vendor to return the bid, a statement properly witnessed stating the action taken and when, shall be duly filed.
- h. All prices and quotations shall be entered in ink or typewritten and shall remain firm for not less than thirty (30) days from the date of the bid. Mistakes may be crossed out and corrections inserted adjacent there to and shall be initialed in ink by the person signing the bid. The bidder shall insert the net price per stated unit and the extension against each item, which he/she proposed to deliver. The price shall include in the grand total column all delivery charges, installation and applicable taxes when necessary.

2. TAXES: When applicable, South Carolina sales tax shall be shown as a separate entry on the bid total summation. In other words, there shall be a bid subtotal with South Carolina tax added in to create a grand total. When required, exemption certificates shall be furnished on forms provided by the vendor.
3. PROPRIETARY INFORMATION: Bidders shall visibly mark as “CONFIDENTIAL” each part of their bid which considers proprietary information. Price may not be considered confidential proprietary information.
4. AMBIGUOUS BIDS: Bids which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
5. COVENANT AGAINST CONTINGENT FEES: The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Fairfield County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
6. BIDDER’S QUALIFICATIONS:
 - a. Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgement of the District are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.
7. ACKNOWLEDGEMENT OF AMENDMENTS TO INVITATION FOR BIDS:
 - a. Bidders shall acknowledge receipt of any amendments to this solicitation either by signing and returning one (1) copy of the amendment or by letter or by telegram or by fax.
 - b. Fairfield County must receive the acknowledgment by the time, date, and at the place specified for receipt of bids.
8. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin and/or physical handicap.
9. EXPLANATION TO PROSPECTIVE BIDDERS:
 - a. Any prospective bidder desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective bidders before submission of their bids.
 - b. Oral explanation and/or instructions given before the award of the contract shall not be binding.

- c. Any information given to a prospective bidder pertaining to this solicitation shall be furnished promptly to other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.
10. **AWARDING POLICY:** The County reserves the right to select and award on an individual item basis, lot (group) basis or an “all or none” basis, whichever the County determines to be most advantageous. Therefore, individual prices per item must be indicated on the bid for. Bidders are encouraged to offer discounts for consideration of consolidated award. Furthermore, the County in determining the lowest responsible bidder on each of the items shall consider, in addition to the bid prices, the quality, training, suitability and adaptability of the services required by this solicitation. The County reserves the right to reject or accept any or all bids and to waive any informalities and/or irregularities thereof.

In the event that identical bids are received on like items, the Director of Purchasing, subject to the approval of the County Administrator, shall award bids by whichever of the following procedures is deemed most appropriate under the circumstances:

- a. Award to the firm whose primary business establishment is physically located:
1. within the boundaries of Fairfield County; and
 2. within the boundaries of the State of South Carolina.
- b. If all of the above are equal, the County shall award by a toss of a coin with all interested parties given an opportunity to witness. The County shall have a minimum of two witnesses for the coin toss.
11. **WITHDRAWAL OF BIDS:** Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. No bid shall be withdrawn for a period of thirty (30) days after the schedule closing time for the receipt of bids. The County reserves the right to award contracts for a period of thirty (30) days.
12. **INSURANCE REQUIREMENTS:** All vendors who provide Fairfield County with services on County property will be required to submit General Liability Insurance in the amount of not less than \$1,000,000.00 of coverage, with Fairfield County specifically listed as an additional insured. All vendors who provide Fairfield County with services will also provide worker’s compensation insurance, regardless of the number of employed persons at its organization. Failure to provide either requested policies will deem the vendor to be non-responsive. Vendors will provide these policies before commencing work on the project.
13. **ACCIDENTS:** The vendor shall hold the County harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of this contract. In case any action is brought against the County or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his failure to do so after proper notice, the County reserves the right to defend such motion and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
14. **STATEMENT OF COMPLIANCES AND ASSURANCES:** By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and

understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.

15. BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself/herself 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/herself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or contract.
16. FAILURE TO SUBMIT BID: Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specified otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future consideration for similar requirements. If a recipient does not submit a bid or fails to respond by submitting a “no bid” for three (3) consecutive bids for the same commodity, they shall be removed from the applicable vendor list.
17. EXAMINATION OF RECORDS:
 - a. The County Administrator of Fairfield County or his duly authorized representative(s) and/or duly authorized representative(s) from the office of the County Auditor shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Contractors’ directly pertinent books, documents, papers or other records involving transactions related to this contract.
 - b. He/She agrees to include in first-tier subcontracts under this contract a clause to the effect that the County Administrator of Fairfield County or his duly authorized representative(s), and/or duly authorized representative(s) from the office of the County Auditor shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractors’ directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).
18. MATERIALS REQUIRED: Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment which may be defective or fail to comply with specifications and without validating the remainder of the order.
19. PACKING AND DELIVERY: All shipments shall be FOB to the County locations specified. Purchase order numbers and/or contract numbers(s) as appropriate, must be clearly stated on each carton or package.
20. “OR APPROVED EQUAL” CLAUSES: Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words “or approved equal”. Such method of description is intended merely as a means of establishing a standard of comparison. However, the County reserves the right to select the items which, in the

judgment of the County, are best suited to the needs of the County, based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size, type, weight, color, etc., of the item bid if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from that specifically mentioned in the specifications, he/she shall submit with his bid the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the County to compare the material specified; and, such material will be given due consideration. The County reserves the right to insist upon and receive the items as specified, if the submitted items do not meet the County's standards for acceptance.

21. PATENTS: The vendor shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or uncopied composition, secret process, article or appliance furnished or used under this bid.
22. INSTALLATION: Where equipment is called for to be installed under this bid, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the County. The vendor shall be responsible providing an appropriate amount of lead-in to equipment requiring electrical, water or other basic service. The County will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packing, crating, and other letter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her equipment.
23. GUARANTEE: The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty material is discovered during the guarantee period, the vendor shall, immediately, upon notification by the County, proceed at his/her own expense, to repair or replace the same, together with any damage to all finishes, equipment, and furnishings that may have been damaged as a result of the defective equipment or workmanship.
24. PROPER INVOICE: Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
 - Name of business concern
 - Contract number or other authorization for delivery of service or property
 - Complete description
 - Price and quantity of property or service actually delivered or executed
 - Shipping and payment terms
 - Name where applicable
 - Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and.
 - Other substantiating documentation of information as required by the contract.
25. TIME OF COMPLETION: Date of delivery shall be a consideration factor in the awarding process. The bidder shall include with his/her bid delivery dates for each item as requested, and shall furnish all items in accordance with the bid solicitation unless an extension was granted by the County in writing.

26. SERVICE FACILITIES: In considering the equipment bid upon, the County shall take into consideration past performance of existing installations, service and maintenance facilities provided by the bidder. The bidder shall have available a local service organization that is trained in the proper servicing of equipment.
27. LIQUIDATED DAMAGES: Should the Contractor fail to complete the contract within the established time limit, or at the later date as authorized in writing by the Director of Purchasing, he/she shall pay liquidated damages in the sum of one hundred dollars (\$100.00) per day.
28. 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 in 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 itself 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.
29. COMPETITION: There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the United States Government Contract price without any liability because the State is exempt from provisions of the Robinson-Patman Act and other related laws.
30. EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs of the failure to perform the contract arise out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the 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 the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs or 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.
31. ASSIGNMENT: No contract may be assigned, sublet, or transferred without a written consent of the Director of Purchasing.
32. SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful bidder shall be held responsible thereof.
33. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:

- a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) or on or adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by any careless operation of equipment, or by workman, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the District representative(s).
 - b. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the County representatives(s) may recommend that the necessary work be performed and charge the cost to the Contractor.
34. Documentation contained in Section “D” shall be completed and submitted along with the Proposal.
35. TERMINATION: Subject to the provisions below, the contract may be terminated by the Director of Purchasing providing a thirty (30) day advance notice in writing is given to the Contractor.
- a. Termination for Convenience.
In the event that this contract is terminated or cancelled upon request and for the convenience of the County without the required thirty (30) day advance notice, then the County shall negotiate reasonable termination costs, if applicable.
 - b. Termination for Cause.
Termination by the County for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in this bid shall apply.
36. DEFAULT: In case of default, the County reserves the right to purchase any or all items in open market, charging the Contractor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting contractor shall be considered until the assessed charge has been satisfied.

SECTION C

SCOPE OF WORK

Fairfield County is seeking a licensed and insured HVAC service provider to replace eight (8) roof top units located at 1136 Kincaid Bridge Road Winnsboro, SC 29180.

Specifications for HVAC Replacement System

The awarded Vendor must be able to provide and install:

1. Demo (9) units. (page 14)
2. Install (9) Trane units. (**Tonnage listed on page 14**)
3. Installation of all necessary supply/return air ductwork and sheet metal transitions. Provide turning vanes at 90 degree bends
4. Any modifications to the existing supply/return air distribution to connect new unit.
5. All units shall have new thermostat.
6. Install new main power electrical service disconnects and breakers for outdoor units.
7. Start-up new units and train Fairfield County personnel.
8. Main/control power wiring modifications as required.
9. The awarded bidder shall supply their own maintenance equipment and supplies.
10. Provide the following warranty: Labor -1 year, Parts - 1 year, compressor - 5 years.
11. All work to be performed during normal business hours. 9:00 am – 5:00pm

SITE VISIT (Non – Mandatory): October 9, 2018 @11:00 A.M.

The site visit will be held at Fairfield County Department of Social Services located at 1136 Kincaid Bridge Road Winnsboro, SC 29180. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the County. The County assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the County assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Questions – All questions concerning this solicitation must be submitted in writing and directed to the Procurement Office by fax, 803-635-5969, Attn: Sheila Pickett, or by e-mail, sheila.pickett@fairfield.sc.gov. Proper reference to this Invitation for Bid is required. **The deadline for submitting questions is October 10, 2018 at 10:00 AM EST.** Verbal information obtained otherwise will not be considered in the awarding of the bid.

All DSS & Martin Primary units are Roof Top Package Heat Pumps.

DSS & MARTIN PRIMARY		
HVAC UNIT - 1	YORK HEAT PUMPS	
M/N: B3CH060A25B	MFG: 1995	5-TON
S/N: NHDM076865	RTU#2	
HVAC UNIT - 2		
M/N: B3CH060A25B	MFG: 1995	5-TON
S/N: NHOM?	RTU #7	
HVAC UNIT - 3		
M/N: B3CH060A25B	MFG: 1995	5-TON
S/N: NHOM?	RTU #8	
HVAC UNIT - 4		
M/N: BP090C00N2AAA4		7.5 TON
S/N: NOH5802191	RTU #5	
HVAC UNIT - 5		
M/N: B3CH060A25B	MFG: 1995	5-TON
S/N: NHDM?	RTU# 9	
HVAC UNIT - 6		
M/N: B3CH060A25B	MFG: 1995	5-TON
S/N: NHDM076861	RTU#10	
HVAC UNIT - 7		
M/N: B3CH060A25B	MFG: 1995	5-TON
S/N: NHDM076857	RTU#11	
HVAC UNIT - 8		
M/N: B3CH060A25B	MFG: 1995	5-TON
S/N: NHDM076860	RTU# 13	

- All replacement units will be TRANE units.
- Roof top units will have new roof curbs.
- All units will have new disconnects and thermostats.

SPECIAL CONDITIONS

Permits

The Contractor shall secure and pay for all required permits/licenses necessary for the completion/execution of the work.

Job Site Safety

Background checks will be performed on all employees that work on site. All work performed at the work site shall be in accordance with OSHA requirements and the General Safety Policy of Fairfield County. For additional information regarding Fairfield County's Safety Policy, contact Marcus Harlan location in the Human Resources Department at (803) 815-4133.

Pricing

Pricing shall be listed on the Pricing Sheet (page 17).

Bonding

Bid and Performance and Payment Bonds are required for this project. Bidders shall submit with their bid a bond in the amount of 5 % of the bid price. This bond may be in the form of Bid Bond from the American Institute of Architects, Certified Check, Cashier's or Bank Money Order of any national or state bank and shall be made payable to Fairfield County . Bids submitted without being accompanied by any of the foregoing as required, shall be considered informal and will be rejected. Any bid accompanied by a bid bond not properly executed in the opinion of the County Attorney, may be rejected. The bond will be forfeited to the County by the successful bidders as liquidated damages in case a bid award is made to that bidder and the contract and bond are not promptly and properly executed.

Return of Bid Bond

When bids are awarded, the Procurement Department will return immediately all checks, except that of the successful bidder. The check of the successful bidder will be return upon compliance with the performance and payment bond requirements.

Performance and Payment Bond

The successful bidder, within fifteen (15) working days after acceptance of the bidder's offer by the County, shall furnish a satisfactory performance and payment bond in the amount of the total bid price. The performance and payment bond must be received by the county prior to issuance of an executed contract and Notice to Proceed. The fifteen (15) working days may be extended upon written approval by the Director of Procurement. A copy of the written approval shall be transmitted to the successful bidder stating the terms of any extension. In the event that the bidder fails to deliver to the County Procurement Department the performance and payment bond in said period of fifteen (15) working days after acceptance of the bidder's offer by the County, then the bid bond of the bidder shall be retained by the County in its entirety and the award will be withdrawn from the bidder. The Bond must have approval by the County Attorney's Office it is made effective. The successful bidder shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond will insure that the successful

bidder will promptly make payments to all persons supply labor or materials to the bidder; and shall guarantee to indemnify and save the County, its officers, divisions, and employees harmless from all costs, damages, and expenses growing out of or by reason of the successful bidder's failure to comply and perform the work the contract in accordance with specifications in the matter of making, furnishing and/or delivering said work or supplies. The Performance and Payment Bond will be in effect one (1) year after completion of the contract.

- All bids must include a picture or diagram of the proposed unit for product verification.**
- The eight (8) Demo units must be removed and disposed of in accordance with all local and state regulations.

FAIRFIELD COUNTY
Procurement Office, 350 Columbia Road, Winnsboro, SC 29180
Ph: (803) 635-1415 / Fax: (803) 635-5969

BID FORM

BID NUMBER: _____ **DATE:** September 27, 2018

OPENING DATE AND TIME: October 16, 2018 at 11:00am EST

OPENING LOCATION: Fairfield County Procurement Office
 County Administration Building, Conference Rm. 2nd Floor,
 Winnsboro, SC 29180

PROCUREMENT OF: HVAC Replacement Systems

<u>Units/Materials</u>	<u>Labor</u>	<u>Total Bid Amount</u>
\$	\$	\$

Include an itemized quote for review.

ACKNOWLEDGEMENT OF AMENDMENTS	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.					
See "Amendments to Solicitation Provision Amendment No.					

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

SIGNATURE: _____ Title: _____

Print Signature: _____ Date: _____

By signing this Bid Form, the Bidder acknowledges that he/she has read this document and understands the provisions, agrees to be bound by its terms and conditions, will adhere to scheduling requirements stated herein and is capable of providing all required services as stated in this document.

SECTION D

SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

CONTRACTOR CERTIFICATION

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, Contractor Name () hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with Name Of Owner (“Fairfield County”).

Contractor hereby acknowledges that in order to comply with requirements of S.C. Code Annotated Section 8-14-20(B), it will:

1. Register and participate in the federal work authorization program (E-Verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification the employment authorization of all new employees.

OR

2. Employ only workers who:
 - a. Possess a valid South Carolina driver’s license or identification card issued by the South Carolina Department of Motor Vehicles; or
 - b. are eligible to obtain a South Carolina driver’s license or identification card in that they meet the requirements set forth in S.C. Code Annotated Sections 56-1-40 through 56-1-90; or
 - c. possess a valid driver’s license or identification card from another state where the license requirements are at least as strict as those in South Carolina, as determined by the South Carolina Department of Motor Vehicles

Contractor agrees to provide to Owner any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the Contractor, subcontractor, or sub-subcontractor. Contractor further agrees that it will provide Owner with any documentation required to establish that the Contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated.

Date: _____ By: _____

Title: _____

Section 3 Business Self-Certification

BASIC INFORMATION

1. Company Name: _____
2. Company Address: _____
City _____ State _____ Zip _____ County _____
3. Telephone Number: _____ Fax Number: _____
Email address: _____
4. Contractor's License: Class A B C N/A License Number: _____
5. Business License _____ Number Federal ID Number _____
6. Type of Business: _____

TYPES OF SECTION 3 BUSINESS ENTERPRISES

Please check "Yes" or "No". If you answer "YES" to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

1. 51% or more of your business is owned by a Section 3 residents*; or
 Yes No

Attach list of Section 3 owners and income certifications

2. At least 30% of your full time employees include persons that are currently Section 3 residents*, or within three years of the date of first employment with the business concern were Section 3 residents; or
 Yes No

Attach list of employees, Section 3 employees, and self certifications

3. You can provide evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Yes No

Attach list of subcontracted businesses, types and amounts

VERIFICATION - *The company hereby agrees to provide, upon request, documents verifying the information provided on this form.*

I declare and affirm under penalty of law that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status.

Signature of Business Owner or Authorized Representative: _____

Signature: Date: _____

Attested by: Date: _____

***Section 3 resident is:** 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended