


Bid Submittal Form

|  |   |   |
|--|---|---|
| <p><b>COLLETON COUNTY, SOUTH CAROLINA</b>, a body politic and corporate and a political subdivision of the State of SC</p> | <p>MAIL TO: Finance-Purchasing<br/>ATTN: Kaye Syfrett<br/>PO Box 157<br/>Walterboro, SC 29488</p>                                   |  |
| <p><b>SEALED BID</b></p>   | <p>HAND CARRY TO:<br/>Purchasing Office, Room 208A<br/>Harrelson Building, 31 Klein Street<br/>Walterboro, South Carolina 29488</p> |   |
| <p><b>Bids will be accepted until 1:00 PM, Tuesday, August 3, 2010</b></p>   | <p>TELEPHONE NO. (843) 549-5716</p>   |   |
| <p>Then Publicly Opened in Room 208</p>  | <p><b>BID NUMBER: FM-32 Purchase/Installation of HVAC equipment</b></p>   |   |

VENDOR NAME: \_\_\_\_\_

VENDOR ADDRESS: \_\_\_\_\_

CITY-STATE-ZIP: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

(If different from above) \_\_\_\_\_

TELEPHONE NO.(\_\_\_\_\_)\_\_\_\_\_ FAX NO.(\_\_\_\_\_)\_\_\_\_\_

FEDERAL ID NO.\_\_\_\_\_ E-MAIL\_\_\_\_\_

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and verify that I am authorized to sign this bid for the proposer. I further state that the company affiliated with this bid currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

Proposer acknowledges receipt of the following addendum:

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

## INSTRUCTIONS TO OFFERERS

1. **Submit one (1) clearly identified original and one (2) exact duplicate of the Bid, a completed W-9 form and a Certificate of Insurance for your agency in a sealed envelope with the bid number, agency name, as well as the time and date for opening prominently marked on the outside.**
2. Bids must be submitted to or at the time, date and exact location specified to be considered. No late bids, telegraphic, telephonic, or electronic bids will be accepted.
3. Bids must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid.
4. All information requested of the offerer must be entered in the appropriate space on the original forms. Failure to do so may be grounds for disqualification.
5. All information must be entered in ink or typewritten. Mistakes may be crossed out and corrected prior to submission, if initialed by the person signing the bid.
6. Corrections and/or modifications received after the closing time specified will not be accepted.
7. Time of delivery, defined as the number of calendar days between receipt of the order by the offerer and the receipt of goods or services by Colleton County, may be considered as one factor in determining the award.
8. Prices will be considered net if no discount is shown.
9. Colleton County reserves the right to award proposals received on the basis of individual items, groups of items, or the entire list of items; to reject any and all proposals; and to waive any technicalities.
10. In order for a bid to be considered complete, vendors must be able to supply all items in the bid package. In addition, unit prices must be specified for all bid items and all requested information in the bid package must be completed and returned in its entirety to constitute a complete bid.
11. **Prohibition of Gratuities:** It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore.
12. **Addendum to Bid:** If it becomes necessary to revise any part of this invitation to bid, an addendum will be provided in writing to all vendors receiving this solicitation. All amendments issued by Colleton County must be acknowledged in writing by vendor. In addition, all addenda will be posted to the Colleton County website at [www.colletoncounty.org](http://www.colletoncounty.org) under "Online Bids." It is the responsibility of the Vendor to check the website for addenda up to the time of the bid opening.

## GENERAL CONDITIONS

1. Colleton County reserves the right to award bids received on the basis of individual items, groups of items, or the entire list of items; to reject any and all bids; and to waive any technicalities.
2. Unit prices will govern over extended prices.
3. In case of tie bids, price and quality being equal, preference will be given to Colleton County vendors in accordance with Colleton County Ordinance 09-O-12. In every case, Colleton County reserves the right to make awards deemed to be in the best interest of the County.
4. The Evaluation of the bids and the determination as the equality of the product offered is the responsibility of Colleton County, and will be based on information furnished by the offerer in the bid.
5. Unless otherwise indicated in the bid notice, prices must be firm, and remain in effect for ninety (90) days. Ambiguous bids which are uncertain as to fees, delivery, or compliance with specifications may be rejected or disregarded.
6. Brand names and numbers, when used, are for reference only to indicate character or quality desired and do not indicate a preference.
7. Equal items will be considered; equal items must state the brand name or quality; and Colleton County's determination of what constitutes equality will be final and conclusive.
8. When brand name, number, or level of quality is not stated by the offerer, it is understood that the offer is exactly as specified.
9. Sales, use, or excise taxes must not be included as any part of the bid price. These taxes, as well as any handling and shipping charges, **must be shown as separate items**. Shipping charges will be considered as a factor in determining awards.
10. Samples of any articles deemed necessary must be furnished free of any cost to Colleton County. These samples may be retained for future comparisons. Any samples not destroyed by testing or not retained for comparisons will be returned to the offerer at the offerer's expense upon request.
11. The successful offerer must indemnify and hold harmless Colleton County, its officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trade mark, or copyright.
12. In case of default by contractor, Colleton County reserves the right to purchase any or all items in default in open market, charging the contractor with any excess costs. Periods of performance may be extended if the facts as to the cause of delay are justified in the opinion of the proper Colleton County officials.
21. Failure to Perform: If, during the term of this contract, the vendor should refuse or otherwise fail to perform any of its obligations under the contract, the County reserves the right to: 1) Obtain the goods or services from another vendor; and/or 2) Terminate the contract; and/or 3) Suspend the vendor from bidding for a period of up to 24 months. If the County exercises this right, the County shall not be responsible for any portions of this contract, nor shall the County be responsible for any pro-rata billings, partial work completed, parts ordered, supplies, or any other vendor related costs related to the cancellation of the contract.
23. Every effort has been made to insure that all information needed by the Vendor is included herein. If the Vendor finds it cannot complete a bid without additional information, it may submit written questions to Kaye Syfrett, Purchasing Manager at the addresses listed on the Bid Submittal Form or via e-mail at [ksyfrett@colletoncounty.org](mailto:ksyfrett@colletoncounty.org) . All questions and written replies will be distributed to all Vendors and will become a part of the solicitation. **Questions must be submitted in writing and received eight (8) days before the time of bid opening.**
24. Contractor must provide MSDS sheets to the Facilities Management Director for review and approval on any material or substances to be used on the County project before bringing onto the job site.

## GENERAL PROVISIONS

1. **ORDER OF PRECEDENCE:** In the event of inconsistency between the provisions of this solicitation, the inconsistency must be resolved by giving precedence in the following order: (A) Colleton County Ordinance Number 2000-0-21 as amended, (B) The bidding schedule and instructions to offerers, (C) General conditions, (D) General provisions, (E) Other provisions of the contract whether incorporated by reference or otherwise, and (F) the Specifications.
2. **S.C. LAW CLAUSE:** Upon award of a contract or Purchase Order 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 offerer from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the offerer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
3. **EXCUSABLE DELAY:** The contractor will not be liable for any excess costs if the failure to perform the contract arises 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 fault of a subcontractor, and if such default arises out of control of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any 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.
4. **AWARD CRITERIA:** Award will be made to the lowest responsible offerer who submits a responsive bid that Colleton County considers to be most advantageous to its own interests.
5. **SPECIFICATIONS:** Any deviation from specifications in the bid solicitation must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful offerer will be held responsible therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this bid must be new and suitable for storage or shipment, and that prices include standard commercial packaging.
6. **RESPONSIBILITY:** The offerer must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in the invitation to bid, but which is not specifically designated as an Colleton County responsibility, is a responsibility of the Contractor's operation, and the offerer must include these in the response to this invitation to bid accordingly.
7. **INSURANCE:** Upon award of the contract or Purchase Order under this bid the contractor must maintain, throughout the performance of its obligations a policy or policies of **Worker's Compensation** insurance with such limits as may be required by law. In the event that the contractor has fewer than 3 employees and is not required by law to have Worker's Compensation insurance, a "Statement of Independent Contractor" form must be completed prior to starting work. Contractor must also maintain a policy or policies of **general liability** insurance insuring against liability for injury to, and death of, persons, and damage to, and destruction of, property arising out of, or based upon, any act or omission of the contractor or any of its subcontractors of their respective officers, directors, employees or agents. Such general liability insurance must have limits sufficient to cover any loss or potential loss resulting from this contract. **A copy of the Certificate of Insurance should be included with the bid.** Prior to commencing work hereunder, Offeror, at his expense, shall furnish insurance certificate showing the certificate holder as Colleton County, PO Box 157, Walterboro, SC 29488, Attention: County Purchasing and with a special notation  naming Colleton County as an additional insured on the liability coverage.
8. **AUDIT:** Contractor's records which pertain to this Contract must be open for inspection and/or audit by the County upon request for a period of five years after each contract year. For audit purposes, the County must verify that the material cost billed as a result of the contract are correct. Contractor must provide the County, upon its request, documentation of material purchase costs (e.g. copy of invoice from its supplier), and rental equipment is being invoiced properly.

BID PROCEDURES MUST COMPLY WITH THE PROVISIONS OF SC LAW AND REVISED PURCHASING ORDINANCE NUMBER 2000-0-21 AS AMENDED.

## INTENT

Colleton County, SC is seeking bids for the purchase and installation of HVAC equipment in a number of its county buildings. The specifications for each building are listed below. This project is being funded in whole or in part through the American Recovery and Reinvestment Act of 2009 by a grant received from the SC Energy Office and that, as such, federal grant regulations as well as specific requirements related to the ARRA will apply.

### PROJECT SPECIFICATIONS

#### HVAC Replacement and Installation: County Buildings

1. Harrelson Bldg. (1) Heat Pump 13 seer 90,000 (7.5 ton) BTU 208/230 Volt 3 Phase  
(1) Blower/Coil Unit  
(1) Electric Heat Strip 30kw 208/230 volt 3 Phase  
Install the new Heat Pump on the roof and install the Blower/Coil in the Mechanical room on the first floor, connecting to the existing duct.
2. Coroner's Bldg. (1) Heat Pump 13.0 seer 60,000 (5 ton) BTU R-410-A  
(1) Blower Coil Unit  
(1) Electric Heat Strip 15kw 230 volt 1 Phase  
(1) Electronic Thermostat  
Install Complete on existing duct system.
3. DSS Bldg. (1) Must be a Carrier. Heat Pump 13 seer 90,000 (7.5 ton) BTU 208/230  
3 Phase.  
Install complete onto the existing Blower/Coil Unit.
4. Jail Bldg. (1) Package Gas/Electric Unit 13 seer 90,000 (7.5 ton) BTU 208/230  
3 Phase.  
(1) Manuel outside air damper  
(1) Horizontal Discharge Kit  
(1) Digital Thermostat  
Install complete to existing duct system.
5. Museum (1) A/C Condensing Unit 80 AFUE 60,000 (5ton) BTU 410A Refrigerant  
(1) Gas Furnace 80% Efficiency  
(1) Evaporator Coil  
(1) Digital Thermostat  
Install complete to existing duct system. Make Modifications to Duct system, Control wiring, and Refrigerant.
6. Museum (1) A/C Condensing Unit 80 AFUE 60,000 (5ton) BTU 410A Refrigerant  
(1) Gas Furnace 80% Efficiency  
(1) Evaporator Coil  
(1) Digital Thermostat  
Install complete to existing duct system. Make Modifications to Duct system, Control wiring, and Refrigerant.

7. Museum (1) A/C Condensing Unit 80 AFUE 90,000 (7TON) BTU 410A Refrigerant  
(1) Gas Furnace 80% Efficiency  
(1) Evaporator Coil  
(1) Digital Thermostat Programmable  
(1) Furnace Twinning Kit

Install complete to existing duct system. Make Modifications to Duct system, Control wiring, and Refrigerant.

8. Museum (1) Gas Pack 80 AFUE 60,000 (5ton) BTU 410 A Refrigerant  
(1) Manuel Air Damper  
(1) Digital Thermostat  
(1) Roof Curb Adapter

**INCLUDE CRANE COST TO THIS UNITS COST**

Install complete on existing Duct System

9. Padgett Bldg. (1) Heat Pump 13 seer 90,000 (7.5ton) 410A Refrigerant  
**Upstairs** (1) Evaporator/Blower Coil Unit  
(1) Electric Heat Strip 35kw  
(1) Digital Thermostat Programmable

Install complete on existing duct system. Include modifications to the duct system, control wiring, and electric heat wiring.

10. Padgett Bldg. (1) Package Heat Pump 13 seer 60,000 (5ton) BTU 410A Refrigerant  
**Roof top** (1) Electric Heat Strip 15kw  
(1) Manuel Air Damper  
(1) Fuse Block Assembly  
(1) Digital Thermostat Programmable  
(1) Roof Curb Adapter

**INCLUDE CRANE COST TO THIS UNIT'S COST**

Install complete to existing duct system.

11. Padgett Bldg. (1) Heat Pump 13 seer 36,000 (3ton) BTU 410A Refrigerant  
**Evidence Room** (1) Evaporator/Blower Coil Unit  
(1) Electric Heat Strip 10kw  
(1) Digital Thermostat

Install complete to existing duct system

12. Padgett Bldg. (1) Heat Pump 13 seer 36,000 (3ton) BTU 410A Refrigerant  
**Annex Entrance** (1) Evaporator/Blower Coil Unit  
(1) Electric Heat Strip 10kw  
(1) Digital Thermostat

Install complete on existing duct system.

## **Additional Project Requirements**

1. All existing equipment that is to be replaced should be removed by the contractor and delivered to the County Facilities Management department.

2. Davis-Bacon Act Compliance

All laborers and mechanics employed by recipients, subrecipients and contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009 shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality. Applicable wage rates for South Carolina counties are found at: <http://www.wdol.gov> .

Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid daily and weekly number of hours worked, deductions made, and actual wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Contractor must supply weekly documentation to Colleton County that the contractor's wage rates are in compliance with the Davis-Bacon Act using form WH-347.

The statement of compliance with the Davis-Bacon Act found on the reverse side of the form WH-347 shall be properly completed and certified with each payroll submission.

The contractor is responsible for being knowledgeable and familiar with all provisions of the Davis-Bacon Act (whether herein specified or not) and for being in compliance with it.

3. Buy American.

All of the iron, steel, and other manufactured goods used as material in the project must be produced or manufactured in the United States.

The contractor is responsible for being knowledgeable and familiar with all aspects of the Buy American provisions in the American Recovery and Reinvestment Act of 2009 (whether herein specified or not) and for being in compliance with it.

4. Drug-Free Workplace

Contractors must certify that they operate a drug-free workplace as specified in Appendix A.

5. Debarment.

Contractors must certify that they have not been debarred from participating in projects contracted through or funded by the federal government as specified in Appendix B.

## **BID BREAKDOWN SHEET**

### **HVAC Replacement and Installation: County Buildings**

Please provide the following information:

Total Materials \_\_\_\_\_

Total Labor \_\_\_\_\_

Sales & Use Tax \_\_\_\_\_

**TOTAL BID**        \$ \_\_\_\_\_

**VENDOR NAME:** \_\_\_\_\_

**VENDOR SIGNATURE:** \_\_\_\_\_

**Attachment A**

**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with South Carolina Drug-Free Workplace Act of 1988 hereby certifies that \_\_\_\_\_ does:  
(name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the Drug-Free Workplace Act.
4. Specified in the Drug-Free Workplace Act, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

**(This form must be completed and returned)**

**Attachment B**

**CERTIFICATION REGARDING DEBARMENT**

The undersigned vendor hereby certifies that \_\_\_\_\_, (*name of business*) and/or any of its subsidiaries, divisions, or component units have not been debarred by the United States federal government and/or any of its departments, divisions, or other federal units from performing work on any project contracted by or funded, directly or indirectly, by the federal government.

The undersigned vendor also certifies that in the event any of its work on this project is subcontracted, any subcontractor utilized or otherwise employed on the project has not been debarred by the United States federal government and/or any of its departments, divisions, or other federal units from performing work on any project contracted by or funded, directly or indirectly, by the federal government.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

**(This form must be completed and returned)**



Colleton County Finance  
**ATTN: Kaye Syfrett, Purchasing Manager**  
Klein St. Room 208  
PO Box 157  
Walterboro, SC 29488

**STATEMENT OF NON-SUBMITTAL**

If you **do not** intend to submit a bid, please return this form to the above address immediately or fax to 843-549-7215. It is not necessary to return any other portion of the bid document if you are NOT bidding.

We the undersigned, have declined to submit a bid on **FM-32 Purchase/Installation of HVAC equipment** for the following reason(s) listed below.

- Insufficient time to respond to the Bid.
- We do not offer this commodity/service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Unable to meet bid specifications.
- Unable to bid competitively.
- Remove us from your vendors' list for this service.
- Other (specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company name: \_\_\_\_\_

Printed Contact Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**IF NOT SUBMITTING A BID, PLEASE RETURN BY FAX TO (843) 549-7215.**