

COUNTY OF NEWBERRY
Purchasing Department, Post Office Box 156, Newberry, SC 29108
Ph: (803) 321-2100 / Fax: (803) 321-2102

INVITATION FOR BIDS

BID NUMBER: 2024-9

DATE: November 1, 2024

OPENING DATE AND TIME:

November 21, 2024 @ 11:00 a.m.

SUBMITTAL ADDRESS:

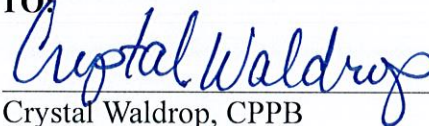
Newberry County Courthouse Annex, 1309 College Street, Newberry (Hand Delivered)
Post Office Box 156, Newberry SC 29108
(US Postal Service Delivered)

PROCUREMENT FOR:

Newberry County HVAC Replacements at Seven Locations for 13 Units

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for the delivery of bids which are mailed. BID NUMBER MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE.

DIRECT ALL INQUIRIES TO:



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

NOTICE TO BIDDERS: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid. All amendments to and interpretations of this solicitation shall be in writing and issued by the Purchasing Director of the County. Newberry County shall not be legally bound by an amendment or interpretation that is not in writing.

COUNTY OF NEWBERRY
Purchasing Office, 1309 College Street, Post Office Box 156, Newberry S.C. 29108
Ph: (803) 321-2100 / Fax: (803) 321-2102

BIDDERS SCHEDULE

BID NUMBER: 2024-9

DATE: November 1, 2024

OPENING DATE AND TIME: November 21, 2024 @ 11:00 a.m.

OPENING LOCATION: Newberry County Courthouse Annex, Conference Room
1309 College Street
Newberry, SC 29108

PROCUREMENT: Newberry County HVAC Replacements at Seven Locations (13 units)

Acknowledgement of Addendum #1: _____
(if applicable)

Acknowledgement of Addendum #2: _____
(if applicable)

***Bids shall be good for forty-five (45) days from the date of submittal**

VENDOR: _____

Name: _____

Authorized Signature: _____

Email Address: _____

Mailing Address: _____

Phone Number: _____

FEIN: _____ **Contractor's SC License #:** _____

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid is required unless otherwise specified.
2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to ensure these documents are received by the purchasing office at the time indicated in the bid document.

PLEASE NOTE THE VENDOR IS ULTIMATELY RESPONSIBLE FOR VERIFYING THEY HAVE RECEIVED ANY/ALL ADDENDA PRIOR TO THE BID OPENING.

3. When specifications or descriptive papers are submitted with the bid, enter bidder's name thereon.
4. Submit your signed bid on the bidder's schedule provided. Show bid number on envelope as instructed and the bid name or description. Newberry County accepts no responsibility for unmarked or improperly marked envelopes.
5. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40 Code of Laws of South Carolina, 1976, as amended, (also known as the Freedom of Information Act). The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. Tie bids will be resolved in accordance with the provisions of the Newberry County Purchasing Ordinance.
8. A copy of the bidder's W-9 shall be included in the submission.

GENERAL PROVISIONS

1. The County of Newberry reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the County.
2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.

3. **PROHIBITION OF GRATUITIES:** South Carolina law and the Newberry County Purchasing Ordinance prohibit the giving of anything of value in return for favors or other preferential treatment in the purchasing process. Bidders should govern themselves accordingly.
4. **BIDDERS QUALIFICATION:** Bidders must, upon request of the county, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein. Bidder determined to be irresponsible bidders are not allowed to bid to provide the County goods or services.
5. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
6. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. Award may be made to one or a multiple of bidders, whichever deems to be in the best interest of the County, or unless otherwise stated on the bidder's schedule.
7. **WAIVER:** The County reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the county.
8. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Purchasing Director on in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.
9. **REJECTION:** Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.
10. **RIGHT TO PROTEST:** Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Purchasing Director within ten (10) calendar days of the date of issuance of the Invitation to Bid or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest in writing to the purchasing director within ten (10) calendar days of the notification of intent to award or statement of award.

11. **PROTEST PROCEDURE:** A protest shall be in writing, submitted to the purchasing director, and shall set forth the specific grounds of the protest with enough particularity to give notice to the issues to be decided.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, the County reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting contractor will be considered until the assessed charge has been satisfied.
2. **NON-APPROPRIATION:** Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **HOLD HARMLESS AND INSURANCE:** The successful bidder shall indemnify and hold harmless the County of Newberry and all County officers, agents and employees against all suits or claims for personal injury or property damage resulting from, or arising from, the successful bidder's performance of the contract, as well as against any suits or claims of any character brought against the County or its agents or employees by reason of any claim of infringement of any patent, trade mark, trade dress, or copyright, including reimbursement to the County for all attorney's fees and court costs incurred by the County in defending itself or its agents or employees against any such claim or suit. **In addition, the successful bidder will maintain a public liability policy with minimum limits of \$500,000 per occurrence, or \$1,000,000 single limit, for damages arising from acts which occur during the contract period, with the County of Newberry named as an additional insured on the policy; the successful bidder shall also maintain workers compensation and vehicle liability insurance in the amounts required by statutory law. Worker's comp coverage is a requirement for the awarded bidder, regardless of the number of employees.** Proof of such coverage will be provided upon demand or as otherwise provided in the bid specifications.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Purchasing Director, P.O. Box 156, Newberry, SC 29108, or by calling 803-321-2100.
5. **FORCE MAJEURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include but are not restricted to acts of God or of a public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from

other sources in sufficient time to permit the contractor to meet the required delivery schedule.

6. **PUBLIC RELEASE:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User.

7. **QUALITY OF PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new, in first class condition, and without defect that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and shipping to the specified destination in Newberry County. No demonstration models shall be sold as new, without prior written permission of the County.

8. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

9. **ASSIGNMENT:** No contract or its Provisions may be assigned, sublet, or transferred without the written consent of the Purchasing Director.

10. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

11. **DELIVERIES:** Each unit will be delivered to the site location.

12. **APPROPRIATE S.C. SALES TAXES, FEES AND PERMITS** shall be included in the Vendor's base bid.

13. **PAYMENT TERMS:** Payment will be made when all work is completed and accepted by Newberry County as meeting the specifications here within.

14. **BID BOND:** For each bid in excess of \$25,000.00 each bidder will submit with their bid a bond in the amount of 5% of the total price of the bid submitted. The bid bonds will be returned to the unsuccessful bidders once the county accepts the lowest most responsive bid. If the most responsive bidder fails to perform the responsibility of the bid within 10 days of the award, then the bid bond will be forfeited to the county as liquidated damages

and the next lowest bidder will be awarded the bid. Bid bonds may be in the form of a surety, a cashier's check or an unconditional letter of credit in favor of Newberry County issued by a commercial bank in South Carolina.

15. **PERFORMANCE AND PAYMENT BONDS:** The chosen vendor will be required to submit to the County both a performance bond and payment bond in the amount of 100% of the contract price before commencing the work. **Both bonds will be issued from a surety company with an "A" minimum rating of performance as stated in the most current publication of Best Key Rating Guide, Property Liability.**

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

Newberry County HVAC Replacement

Scope:

Newberry County is seeking sealed bids from qualified contractors to furnish all labor, materials, equipment and permits (if they are required) to remove 13 existing HVAC units and installation of 13 new units with the specifications noted below and at the locations noted below. **The funds from this project come from the South Carolina Energy Office Energy Efficiency and Conservation Block Grant and will require adherence to all relevant Federal requirements including the Build America, Buy America Act (BABA), and the Davis-Bacon Act (DBA).**

General Specifications

- Submittals should note equivalent make/model of substitutions for the units specified below, if the specified units are not being quoted.
- All units must meet a minimum of 17 Seer2/IEER energy efficiency ratio.
- All installations should include an Ecobee - Smart Thermostat Enhanced: EB-STATE6L*
- Newberry County will confirm with the selected contractor the selected units to be replaced, if all units at a site are not selected to be replaced.
- Newberry County reserves the right to reduce the scope of units to be replaced to remain within budgetary parameters.
- Crane services are the responsibility of the contractor.
- Submittals shall include the cost of disposing of the HVAC units that are being replaced.
- Newberry County will award the entire project to the lowest responsible bid submission.
- The contractor will also include a two-year, semi-annual Preventive Maintenance service agreement.

HVAC Site Locations

Site	Locations	Address
1	Newberry County Courthouse Annex	1309 College Street, Newberry
2	Newberry County Agricultural Building	1512 Martin Street, Newberry
3	Community Hall	1207 Caldwell Street, Newberry
4	Whitmire Library	303 Church Street, Whitmire
5	Helena Community Center	902 Giff Street, Newberry
6	Newberry County Animal Care & Control	240 Public Works Drive, Newberry
7	Newberry County Detention Center	3239 Louis Rich Drive, Newberry

HVAC Unit Specifications

Site	Unit Specifications*	Size	Seer2/IEER	Mount
1	Gemini® 38AU / 40RU Split System	6	17	Roof
1	Gemini® 38AU / 40RU Split System	6	17	Roof
2	York HMM72B481S	4	17	Ground
2	York HMM72B481S	4	17	Ground
3	York HMM72B361S	3	17	Ground
4	York HMM72B361S	3	17	Ground
4	York HMM72B361S	3	17	Ground
4	York HMM72B361S	3	17	Ground
4	York HMM72B601S	5	17	Ground
5	York HMM72B361S	3	17	Ground
5	York HMM72B481S	4	17	Ground
6	York HMM72B361S	3	17	Ground
7	Carrier Weather Expert 48/50LC*H	10	17	Roof

Site Visits

Site visit scheduling is not required for ground mounted units. Site visits for specific ground mounted units and for roof mounted units should be submitted via email to Crystal Waldrop, Purchasing Director at cwaldrop@newberrycounty.gov Site visits will not be conducted after November 14, 2024. Site visits are not mandatory, but recommended.

Questions

All questions should be submitted via email to Crystal Waldrop, Purchasing Director at cwaldrop@newberrycounty.gov The deadline to submit questions will be close of business November 14, 2024 at 5:00 p.m.

All questions presented will be answered in the form of an addendum, if required. All information related to the project will be posted on the County's website at: <https://www.newberrycounty.gov/purchasing/solicitations>

It is the sole responsibility of the bidder to obtain information related to the bid.

County Council will be presented with the bid results at their meeting on December 4, 2024, and will be the final decision maker for the award.

Grant Requirements

Davis-Bacon Act ("DBA")

Vendor acknowledges that the DBA requires all laborers and mechanics employed by the Subrecipient (Newberry County) in the performance of construction, alteration, or repair work in excess of \$2,000 on the Project shall be paid wages at rates not less than those prevailing on similar projects in the locality. By executing the Award Agreement, the Subrecipient acknowledges and agrees to comply with all DBA requirements, including but not limited to receiving, reviewing, and submitting to the SCEO certified weekly payrolls submitted by all subcontractors for accuracy and to identify potential compliance issues. Subrecipient agrees to

submit the DBA weekly reports using Attachment E.3 (“WH-347”)) in compliance with DBA, Subrecipient agrees to display the “Employee Rights under the Davis-Bacon Act” poster.

Build America, Buy America (“BABA”)

Subrecipient (Newberry County) acknowledges that SC EECBG recipients are subject to BABA requirements set forth in section 70914 of the IIJA (“Public Law No. 117-58, Sections 70901-52”). Subrecipient is required to provide the SCEO with the source of funds used on infrastructure project(s), and, if applicable, whether BABA requirements were followed.

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Newberry County HVAC Replacement Submission Form

This form is to be submitted with Contractor's response. Please include warranty information and proposed two-year, semi-annual Preventive Maintenance service agreement separately.

<u>Site</u>	<u>Specified Unit/Substituted Equivalent</u>	<u>Quantity</u>	<u>Cost</u>
	6.0 Ton Gemini® 38AU / 40RU Split System		Unit Cost
	Note equivalent make/model of substitutions below		\$ _____
1	Brand: _____	2	
	Model: _____		Sub-Total Cost
			\$ _____
	Crane Rental (if applicable)		\$ _____
	Total Cost Site 1		\$ _____
	4.0 Ton York HMM72B481S		Unit Cost
	Note equivalent make/model of substitutions below		\$ _____
2	Brand: _____	2	
	Model: _____		
	Total Cost Site 2		\$ _____
	3.0 Ton York HMM72B361S		Unit Cost
	Note equivalent make/model of substitutions below		\$ _____
3	Brand: _____	1	
	Model: _____		Total Cost Site 3
			\$ _____
	3.0 Ton York HMM72B361S		Unit Cost
	Note equivalent make/model of substitutions below		\$ _____
4	Brand: _____	3	
	Model: _____		\$ _____
			Total Cost 3 Units
	5.0 Ton York HMM72B601S		Unit Cost
	Note equivalent make/model of substitutions below		\$ _____
4	Brand: _____	1	
	Model: _____		
	Total Cost Site 4		\$ _____

3.0 Ton York HMH72B361S

Note equivalent make/model of substitutions below

5 Brand: _____ 1 \$ _____
Model: _____

4.0 Ton York HMH72B481S

Note equivalent make/model of substitutions below

5 Brand: _____ 1 \$ _____
Model: _____

Total Cost Site 5 \$ _____

3.0 Ton York HMH72B361S

Note equivalent make/model of substitutions below

6 Brand: _____ 1 \$ _____
Model: _____

Total Cost Site 6

10.0 Ton Carrier Weather Expert 48/50LC*H

Note equivalent make/model of substitutions below

7 Brand: _____ 1 \$ _____
Model: _____

Crane Rental (if applicable) \$ _____

Total Cost Site 7 \$ _____

TOTAL COST For Sites 1 - 7 \$ _____

7% SC USE TAX \$ _____

GRAND TOTAL \$ _____

Submission of this proposal signifies that the Contractor understands and adheres to all information presented in this Invitation for Bids: