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**INVITATION FOR BID
THE CITY OF FOUNTAIN INN**

IFB #2018-004

**HVAC INSTALLATION
AMENDED**

**YOUNTS CENTER FOR PERFORMING ARTS
LOWER LEVEL
315 NORTH MAIN STREET**

**ISSUE DATE:
June 4, 2018**

**SUBMISSION DEADLINE:
Thursday, July 5, 2018
4:00 P.M. (EDST)**

INVITATION FOR BID #2018-004

The City of Fountain Inn is issuing an Invitation for Bid (IFB)#2018-004 for interested vendors to submit bids for HVAC Installation Services at The Younts Center located at 315 North Main Street Fountain Inn, SC 29644.

Sealed Proposals: Vendors will deliver **(6) copies** the bid response. Any response to the IFB must be received and will be publicly opened and read aloud no later than (bid receipt deadline):

DEADLINE: 4:00 PM (EDST) ON THURSDAY, JULY 5, 2018

Proposals received after the above-cited time will be deemed late and will not be considered.

- **NO TELEPHONE CALLS OR VERBAL QUESTIONS CONCERNING THIS IFB WILL BE ACCEPTED.**
- ***Bid responses will not be accepted via email or facsimile.***

Bidders are advised that the City of Fountain Inn reserves the right to conduct an independent investigation of any information, including prior experience, identified in the responses. Bidders are responsible for effecting delivery by the deadline date; late submissions will be rejected without opening. Fountain Inn accepts no responsibility for misdirected or lost proposals. Late, faxed or e-mailed responses will not be considered.

Please label bid as indicated below.

**BID LABEL: CITY OF FOUNTAIN INN
 SEALED BID: IFB # 2018-004
 TITLE: HVAC INSTALLATION
 ATTN: FINANCE DEPARTMENT
 200 NORTH MAIN STREET
 FOUNTAIN INN, SC 29644**

Bids must be prepared, signed and submitted in a **sealed** envelope.

All bids are subject to the City of Fountain Inn's Procurement Ordinance, Ordinance #2010-001 dated February 2, 2010. The Procurement Ordinance is available on the City's website.

The City of Fountain Inn reserves the right to reject any and all bids and to waive any formalities and technicalities in this process. The City of Fountain Inn also reserves the right to award the bid as a whole or on an individual basis (where applicable) as deemed necessary or most cost effective. The City makes no representation that any contract will be awarded to any Bidder responding to this IFB.

Procurement information shall be a public record to the extent required by Chapter 4 of Title 30 of the South Carolina Code of Laws, 1976, as amended, (The Freedom of Information Act) with the exception that commercial, financial or proprietary information obtained in response to an Invitation for Bid that is privileged and confidential need not be disclosed. At the time of submitting a proposal or bid, the party supplying a bid or proposal must identify any portions of the proposal or bid considered by the party to be a trade secret and thus eligible to be withheld from public inspection and copying.

Bids shall be unconditional and accepted without alteration or correction, except as authorized by the City's Procurement Ordinance. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. Corrections or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts after award but prior to performance shall be supported by a written decision made by the Procurement Officer but only upon a written request by a bidder and when documents will clearly evidence the error or mistake and which demonstrates the bidder will suffer substantial loss. Any correction causing the bidder to become low bidder must be clearly evident by an analysis of the bid documents.

Discussions may be conducted with apparent responsive and responsible bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids. All bids, in the City's sole judgment, needing clarification shall be accorded such an opportunity. Clarification of any bidder's bid must be documented in writing by the Procurement Officer and shall be included with the bid. Documentation concerning the clarification shall be subject to disclosure upon request.

Proposals must be signed by an official authorized by the vendor to submit a bid proposal. Bid prices must remain valid for 90 days.

Prices and specifications submitted remain valid without change for the duration of the contract period unless otherwise stipulated in the bid.

Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor's ability to meet the requirements of the IFB. Under no circumstances shall the City of Fountain Inn be liable for or pay any cost in connection with a bidder's submission. Proposals shall be written in ink or typewritten. No erasures

are permitted. Mistakes may be crossed out and corrected and must be initialed in blue ink by the person **signing** the proposal.

Non- Appropriation:

All Bidders are notified that the contract as specified in this IFB shall be contingent upon appropriation and available funds. In the event that funding is eliminated, decreased, or not granted, or is insufficient, the City reserves the right to terminate any IFB or any contract awarded hereunder accordingly.

Quality of Products:

Unless otherwise indicated in this bid it is understood and agreed that any item offered, supplied, installed or shipped on this bid shall be new and in first class condition, free of defects in materials and workmanship, and that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging. All construction must be performed in a workmanlike manner.

Jurisdiction/Venue:

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. By submission of a signed bid proposal, 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. Venue shall be Greenville County.

Termination:

Subject to the provisions below, the contract awarded may be terminated for any reason by the City by providing a 30 day advance notice in writing 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 City without the required thirty (30) days advance written notice, then the City may negotiate reasonable termination costs, if applicable.

b. Termination for Cause: Termination by the City 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) days advance notice requirement is waived and the default provision in this bid shall apply.

Right to Protest:

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Procurement Officer in the manner stated below within Seven (7) days of the date notification of award is posted. A failure to file a protest within this time shall be an absolute bar to any later filing.

Protest Procedure:

A protest shall be in writing, submitted to Shawn Bell, City Administrator, City of Fountain Inn, 200 North Main Street, Fountain Inn, SC 29644 and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

Discrepancies and Omissions/Addenda:

Should Bidders find discrepancies in or omissions from the Invitation to Bid documents, or should their intent or meaning appear unclear or ambiguous, they must notify the City Administrator in writing requesting resolution. All questions regarding discrepancies, omissions or clarifications must be submitted in writing. Replies to such notices may be made in the form of Addenda to the Bid documents, which will be issued simultaneously to all Bidders. Bidders must acknowledge receipt of all Addenda in their bid submittal.

The City will not be bound by any oral interpretations or clarifications of the IFB documents. **The cutoff for questions will be, Thursday, June 28 , 2018 at 12:00 noon EDST.**

NO TELEPHONE CALLS WILL BE ACCEPTED. All questions regarding discrepancies, omissions or clarifications shall be directed **in writing to:**

Roger Case
Public Works Department
200 North Main Street
Fountain Inn, SC 29644
Fax: 864-862-4812
email: roger.case@fountaininn.org

B. Bid Response Requirements:**Pricing:**

The bid proposal shall include the pricing information to allow the City a meaningful opportunity to evaluate the vendor's bid.

Vendor Information:

The proposal shall include all of the following information (failure to include all the information could result in disqualification):

- A. Vendor’s Qualifications – Years in business, size of operation, and number of employees.
- B. References: List three (3) references that bidder has provided similar HVAC Maintenance Service. Include: company name, contact name and phone number.
- C. History of firm, including list of public sector entities for which services have been provided
- D. Copy State contractor’s license
- E. Copy of liability insurance and workers compensation
- F. Copy of W9
- G. Contractor must show resources to be able to do the job. List of equipment. List of Vehicles.
- H. **A certification that the bidder has reviewed the bid specifications and that the bid proposal is in response to those specifications and that the bidder is able to meet those specifications.**

IFB Schedule:

Pre-Bid Meeting/Site Visit (mandatory)	June 13, 2018 at 9 AM (EDST).
Last date for questions	June 28, 2018 @ Noon
Bids due	July 5, 2018 @ 4:00 P.M.
Award contract	July 16, 2018

THE CITY OF FOUNTAIN INN MAY MODIFY THIS SCHEDULE AT ITS SOLE DISCRETION. Prospective bidders who have provided notice of intent to respond to the IFB will be contacted if this schedule changes. Notice of Intent to respond shall be given to Shawn Bell, 200 North Main Street, Fountain Inn, SC 29644; Email: shawn.bell@fountaininn.org

ALL BIDDERS ASSUME FULL RESPONSIBILITY TO VERIFY THE SCHEDULING OF THIS IFB. The City of Fountain Inn assumes no responsibility whatsoever for a late response. While the City will attempt to provide notice to all bidders who have filed a Notice of Intent to respond of a change of schedule, it is the bidder’s responsibility to verify the schedule.

D. Required Contract Clauses:

Insurance –Indemnity:

- (a) Contractor agrees to maintain general liability insurance for all of Contractor's work and name the City as an additional insured.
- (b) Workers Compensation Insurance. Contractor shall provide and pay for worker's compensation insurance. *The City does not provide worker's compensation insurance for Contractor of Contractor's employees.* Contractor shall provide a declaration page from Contractor's workers compensation insurance policy to the City. Contractor's insurance company/agent shall be required to notify the City in the event the insurance premiums are not paid. In the event that Contractor's worker's compensation insurance is canceled, for any reason, this agreement shall automatically terminate. The City may, in its sole discretion, secure worker's compensation insurance for the Contractor and deduct any premiums therefore from any sums due Contractor for services rendered pursuant to this agreement.
- (c) Contractor shall indemnify the City and the City's agents and save them harmless from against any and all claims, actions, damages, liability and expense, of any type, kind or description, including attorney fees and costs, in connection with loss of life, personal injury and/or damage to property arising from or out of the services to be rendered pursuant to the terms of this Agreement, the work of employees of Contractor while performing the services hereunder, or any breach or alleged breach by Contractor of this Agreement.
- (d) The City shall not be liable for injury or death occurring to Contractor or any of its employees or other assistants in the course of performing this Agreement.
- (e) All personal property used by Contractor in connection with this Agreement shall be and remain at Contractor's sole risk, and the City shall not be liable for any damage to, or loss of such personal property arising from any acts of negligence of any persons, or from any other cause whatsoever, nor shall the City be liable for any injury to the person of the Contractor or other persons employed by Contractor, Contractor expressly agreeing to save the City harmless in all cases. Contractor shall carry at his expense and pay all premiums for insurance to cover his personal property used in connection with the services to be rendered hereunder.

Assignment:

The Contractor shall not assign any of his rights under this Agreement, or delegate the performance of any of his duties hereunder, without the prior written consent of the City.

The service provider may not subcontract, transfer, or assign any portion of the contract without prior written approval from the City of Fountain Inn. Each subcontractor's experience and performance will be the same as the service provider. The substitution of

the one subcontractor for another may be made only at the discretion of the City of Fountain Inn and only with prior written approval from the City of Fountain Inn. The service provider must be designated as the single point of contact to be responsible for the performance, activities, and coordination of all activities of the subcontracting team. Notwithstanding the use of approved subcontractors, the service provider, if awarded a contract under this IFB, shall be the prime contractor and shall be responsible for all work performed.

Damages and Remedies:

In the event of a breach of this Agreement:

- (a) The City's sole obligation shall be to pay Contractor the amount due for goods and services already acceptably performed. In no event shall the City be liable for any lost profits or consequential, incidental or special damages.
- (b) Contractor waives any and all right to injunctive relief in the event of any dispute with the City, and the Contractor's sole remedy in such a dispute shall be the payment of any sums due and owing to Contractor as specified herein.
- (c) **BINDING ARBITRATION – S.C. Code §15-48-10.** In the event of a dispute arising pursuant to this Agreement, the parties agree that the dispute shall be resolved through the use of binding arbitration. The parties agree that any and all disputes between them that cannot be amicably settled, shall be determined solely and exclusively by arbitration. A neutral arbitrator shall be chosen by the parties who shall arbitrate in accordance with the hearing procedures for arbitration hearings as set forth in the Commercial Arbitration Rules of the American Arbitration Association or any successor thereof (“AAA”) including if applicable, the Expedited Procedures of such rules or the Optional Rules For Emergency Measures of Protection, but shall not use the services of the AAA. The neutral arbitrator shall make all administrative decisions. Arbitration shall take place at an appointed time and place in Greenville County, South Carolina.

Certificate of Compliance:

The successful bidder must submit, on a form acceptable to the City, a Certificate of Compliance with the South Carolina Illegal Immigration Reform Act, South Carolina Code Ann. §8-14-10 et. seq.

Firm Price:

The price agreed upon by the Contractor and The City of Fountain Inn for the stated services shall be delivered in writing and will not be subject to change unless agreed to by The City of Fountain Inn and the Contractor.

Taxes:

The price shall include all sales, franchise, or other taxes with regard to the work, which shall be paid by the Contractor. Contractor shall be fully responsible for any and all taxes of any kind, including, but not limited to, income taxes, self-employment income taxes, and withholding taxes of any kind, sales, use, and property taxes. The City shall not be liable for taxes, Workers Compensation, unemployment insurance, employers' liability, employers' FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Contractor or any other person consulted or employed by the Contractor in performing services under this Agreement. All such costs shall be Contractor's sole responsibility.

Warranties; Covenants:

The Contractor warrants that services of any nature furnished hereunder shall be rendered competently by qualified personnel in accordance with the best accepted practices. The Contractor further warrants that such services shall comply with all requirements of federal, state, and local laws and regulations, including, without limitation, the Occupational Safety and Health Act of 1970.

The opening and reading of the bid shall not be construed as an acceptance of the bidder as a qualified, responsible bidder.

DISQUALIFICATIONS OF BIDDERS

Although not intended to be an inclusive list of causes for disqualifications, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of his bid:

- (a) Evidence of collusion among bidders.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous contract for failure to perform.
- (e) Contact with any City of Fountain Inn Staff member at any time between pre-Bid Conference and the selection of the best overall Bid.

LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State laws, Municipal and County ordinances, and the rules and regulations of all authorities having jurisdiction over the service shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as though therein written out in full.

SECTION I

PURPOSE OF THE INVITATION OF BID AND SCOPE OF SERVICE

The bid shall include all the following information. Failure to include all the required information may result in the disqualification of a Bidder.

A. PURPOSE

The intent of this document is to provide interested vendors with sufficient information to enable them to prepare and submit bids for consideration by the City of Fountain Inn for HVAC Services on behalf of the Younts Center for Performing Arts – Lower Level located at 315 North Main Street Fountain Inn.

- Mandatory Site Visit: Wednesday, June 13, 2018 at 9 AM (EDST), Younts Center for the Performing Arts, 315 N. Main Street, Fountain Inn, SC 29644

The scope of services is to include the following: installation of new HVAC equipment including labor and materials.

B. SCOPE OF SERVICE

To install standalone units for the Younts Center for Performing Arts - Lower Level

AREA 1

1922 Square Foot Area:

Gas furnace and evaporator coil unit suspended from ceiling in corner with return air vent and make up air through roof

4 ton condensing unit on roof (estimated weight around 100 pounds)

AREA 2

961 Square Foot Area

Gas Furnace and evaporator coil unit suspended from ceiling in corner with return air vent and make up air through roof

2.5 ton condensing unit on roof (estimated weight about 100 pounds)

Gas piping to be included
Venting and make up air included
No power wiring
Permits and business license included
Exposed Round Spiral Supply Duct painted black
Smoke detectors for each unit

Please list other materials as needed:

SECTION II MISCELLANEOUS

Award of the contract resulting from this IFB will be based upon the lowest responsive and responsive bid.

The City of Fountain Inn reserves the right to:

- Reject any or all offers and discontinue this IFB process without obligation or liability to any potential vendor,
- Accept other than the lowest priced offer if certain factors are met that prove to be advantageous to the City
- Award a contract based on initial offers received, without discussions or requests for best and final offers.

Vendor's bid shall be submitted in several parts as set forth below. The Vendor will confine its submission to those matters sufficient to define its proposal and to provide an adequate basis for The City of Fountain Inn's evaluation of the Vendor's proposal.

To address the needs of this procurement, The City of Fountain Inn encourages Vendors to work cooperatively in presenting integrated solutions, if necessary or desirable. Vendor team arrangements may be desirable to enable the companies involved to complement each other's unique capabilities, while offering the best combination of performance, cost, and delivery being provided under this IFB. The City of Fountain Inn will recognize the integrity and validity of Vendor team arrangements provided that:

- The arrangements are identified, and relationships are fully disclosed, **and**
- A prime Vendor is designated that will be fully responsible for all contract performance.

SECTION III

INSTRUCTIONS

- It is the sole responsibility of the **Vendor** to assure that it has received the entire Invitation for Bid.
- Vendors will be notified in writing of any change in the specifications contained in this IFB.
- No verbal or written information which is obtained other than through this IFB or its agenda shall be binding on the City of Fountain Inn. No employee of the City of Fountain Inn is authorized to interpret any portion of this IFB or give information as to the requirements of the IFB in addition to that contained or amended to this written IFB document.
- **Right of Rejection and Clarification:** The City of Fountain Inn reserves the right to reject all bids and to request clarification of information from any Vendor. The City of Fountain Inn is not obligated to enter into a contract based on any bid submitted in response to this document.
- **Request for Additional Information:** Prior to the final selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications.
- **Denial of Reimbursement:** The City of Fountain Inn will not reimburse Vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or Diem costs that are incurred.
- **Gratuity Prohibition:** Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of Fountain Inn for influencing consideration of this bid.
- **Right of Negotiation:** The City of Fountain Inn reserves the right to negotiate with the selected Vendor the exact terms and conditions of the contract.
- **Right of Rejection of Lowest Fee Bid:** The City of Fountain Inn is under no obligation to award the project to the Vendor offering the lowest fee bid. Evaluation criteria included in this document shall be used in evaluating bids.
- **Exceptions to the IFB:** Vendors may find instances where they must take exception with certain requirements or specifications of the IFB. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Fountain Inn, and a

description of the advantage to be gained or disadvantages to be incurred by the City because of those exceptions.

- **Indemnification:** Vendor, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Fountain Inn, its employees, and agents, from any liability of any nature or kind regarding the delivery of these services.
- **Certificate of Insurance:** Vendor will be required to provide proof of insurance, including professional liability and workers' compensation evidencing that the contractor has a workers' compensation insurance policy in force.
- **Rights to Submitted Material:** All proposals, responses, inquiries, or correspondence relating to or in reference to this IFB, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City of Fountain Inn when received.
- **Copies:** An original and six copies of the proposal and supporting documents must be submitted in response to the IFB.
- **Contacts:** Vendors must submit proposals in accordance with the instructions contained in this IFB. All requested information must be submitted with the bid. Instructions for preparation and submission of bids are contained in this package.
- **Notice of Award:** Notice of award will be posted on the City's website at www.fountaininn.org.
- **Public Viewing IFB** is posted for public viewing at City Hall, 200 North Main Street, Fountain Inn, SC 29644, and on website at www.fountaininn.org.
- **Requests for IFB:** Copies of this IFB will be issued by email or may be download from website at www.fountaininn.org. A hard copy will be supplied upon request.

BID SHEET

Bidders should familiarize themselves with the local conditions affecting the cost of the work and the site of the work. Bidders are required to perform, provide and furnish all of the labor, materials, necessary tools, fees, permits and equipment including transportation services and all other costs or expenses of any kind necessary to complete the work outlined herein at the unit prices indicated below.

All materials used and/or to be installed in connection with the work specified in this IFB shall be of good quality, suitable for the purpose intended, and shall conform to the requirements of this IFB.

The successful bidder shall furnish all labor, material, services, tools, equipment, and fixtures necessary to perform and complete the work in a good and workmanlike manner. All work shall be done in accordance with, all laws, ordinances, building codes, rules and regulations applying to the work, including, but not limited to, the Americans with Disabilities Act, environmental regulations and the Occupational Safety and Health Act of 1970, as amended. Bidder shall have control over, and be solely responsible for, all means, methods and sequences for performing the work.

BID RESPONSE MUST STATE THE LENGTH AND SCOPE OF ANY WARRANTY PROVIDED FOR LABOR, MATERIALS, AND EQUIPMENT TO BE SUPPLIED.

AREA 1

1922 Square Foot Area:

Gas furnace and evaporator coil unit suspended from ceiling in corner with return air vent and make up air through roof

4 ton condensing unit on roof (estimated weight around 100 pounds)

BID \$ _____

The above individual must be authorized to sign on behalf of company submitting the bid.

All bid prices must be good for a period of at least 90 days.