

COLLETON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of SC	MAIL TO: Finance-Purchasing ATTN: Kaye B Syfrett PO Box 157 Walterboro, SC 29488 HAND CARRY TO: Purchasing Office, Room 208 Harrelson Building, 31 Klein Street Walterboro, South Carolina 29488	
SEALED BEST VALUE BID	TELEPHONE NO. (843) 782-0504	
Bids will be accepted until 11:00AM, Thursday, August 29, 2013	BID NUMBER: FM-44 HVAC Maintenance for Colleton County	

Colleton County, South Carolina (the "**County**") requests bids from qualified, licensed Offerors specialized in providing heating and air services to furnish all professional services, equipment, labor and materials necessary to provide a preventative maintenance and repair plan for the heating and cooling systems in Colleton County-owned facilities located through the County. (**Note: Services for the Colleton County School District are NOT included in this RFP.**)

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. After which, only the names of the respondents will be publicly announced. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the Offeror's name, address, and the solicitation name and number. All proposals shall become the property of Colleton County upon submission.

This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of proposals submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so. Questions regarding this solicitation must be submitted in writing to Dennis E. Averkin, Procurement Director no later than 11:00am on August 19, 2013. **Questions should be emailed to daverkin@colletoncounty.org**

INSTRUCTIONS TO BIDDERS

1. Submittal must include a letter of interest, one (1) original bid clearly marked as original, and three (3) complete copies of the Offeror's bid. Responses must be in a sealed container/package, received by fax or other electronic means (e-mail in *pdf format). For identification purposes, all containers/packages must contain the solicitation name and number.

The individual signing the response must be an Agent legally authorized to bind the company.

2. Show solicitation number on the outside of mailing package. Colleton County assumes no responsibility for unmarked or improperly marked envelopes.

3. It is the Offeror's sole responsibility to insure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.

4. Offeror must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Colleton County reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the County or its agents for its determination in this regard.

5. **RESPONSE FORM:** All responses shall be printed in ink or typewritten. When required, additional pages may be attached.

A "No Response" qualifies as a response; however it is the responsibility of the Offeror to notify the Procurement Office if you receive solicitations that do not apply.

SPECIFIC TERMS AND CONDITIONS

1. **COMPETITION:** This solicitation is intended to promote full and open 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 Procurement Office in writing no later than five (5) business days prior to the scheduled due date and time.

2. **BIDDERS QUALIFICATION:** The County reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Offerors ability to provide said services.

3. **BID WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Director.

4. **REJECTION:** Colleton County reserves the right to reject any and all bids, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.

5. **WAIVER:** The County reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.

6. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 60 calendar days.

7. **DEVIATIONS FROM 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 successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.

8. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Director of Colleton County.

9. DEFAULT: In case of default by the Offeror, the County reserves the right to purchase any or all items in default in the open market, charging the Offeror with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Offeror will be considered in future bids until the assessed charge has been satisfied.

10. NON-APPROPRIATION / SUBSTITUTION PERMITTED: If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.

11. INDEMNIFICATION: Except for expenses or liabilities arising from the negligence of the County, the Offeror hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

Offeror expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Offeror, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Offeror's employees and any person, directly or indirectly employed by Offeror (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor, or occurring to any member of the public. When the County submits notice, Offeror shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Offeror's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder.

Additionally the County will not provide indemnity to the successful bidder. Failure to comply with this section may result in your bid to be deemed non-responsive.

12. FORCE MAJEURE: The Offeror shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Offeror. 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 default of a subcontractor, and if such default arises out of causes beyond the control of both the Offeror 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.

13. ARBITRATION: Under no circumstances and with no exception will Colleton County act as arbitrator between the Offeror and any sub-contractor.

14. PUBLICITY RELEASES: Offeror 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 County. The Offeror shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the County, type and duration of any resulting agreement may be used and then only with prior approval of the County. The Offeror also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Director.

15. GOVERNING LAWS: Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.

16. ASSIGNMENT: The Offeror shall not assign in whole or in part any agreement resulting from this Request for Bids without the prior written consent of the County.

The Offeror shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.

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

18. CONTRACT AWARD:

A. This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Offeror and the County.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.

B. The successful Offeror shall be required to execute a formal agreement with the County's Procurement Office **within ten (10) business days after issuance of the Notice of Award.**

19. CONTRACT ADMINISTRATION: Questions or problems arising after award of an agreement shall be directed to the Procurement Director by calling (843) 549-5221. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Procurement Office, 31 Klein Street, Room 215, Walterboro, SC 29488.

All bids sent by mail should be sent certified mail to ensure delivery.

HVAC MAINTENANCE

1. **SCOPE:** The Colleton County proposes to establish an agreement with a qualified and licensed HVAC service company to deliver high quality HVAC Maintenance and Repair services along established standards. The agreement shall be between Colleton County and the successful Offeror.

2. **DELIVERY OF SERVICES:**

- Routine, preventative maintenance and inspections are to be conducted twice per year for all installed HVAC units countywide, in April and October. Beginning first week in April for AC and first week in October for Heating. Filter changes shall be included in this service, as well as any cleaning, etc.
- Two additional filter changes are required in the months BETWEEN the preventative maintenance inspections listed above in item a). These filter changes shall be scheduled with the Colleton County Facilities Department.
- An appointment for all routine preventative maintenance inspections listed above in item a.) must be scheduled with the Ron Shoupe, Colleton County Facilities Director by calling 843-549-6457 or his designee.
- Colleton County expects proposers to provide “PRIORITY” service to any call for HVAC maintenance services and/or repairs in the County, 24-hours per day, 365 days per year. Accordingly, **anticipated response time for service calls MUST BE STATED IN THE BIDDER’S RESPONSE FORM.**
- Service will be performed in a variety of government locations including administration buildings, recreation facilities, public safety buildings and court facilities. All unique requirements and/or regulations for each location shall be strictly followed by the Bidder and the Bidder’s employees.
- **Normal Hours of Operation are defined as:**
Monday - Friday 8:00am – 5:00pm (Except Declared Holidays)
Outside Normal Hours of Operation are defined as:
Monday - Friday 5:01pm – 7:59am, Weekends and Declared Holidays
- To provide a fair and objective evaluation of bids that will result in a mutually satisfactory contract between the successful Bidder and Colleton County.

1. **PREVENTATIVE MAINTENANCE**

- a. Preventative maintenance service will include complete service checks and semi- annual cleaning at the beginning of the heating and cooling seasons. A full report of each unit addressing any concerns or issues shall be provided upon the completion of the inspection. The following maintenance checks shall be provided on the equipment:
- Adjust and clean burner assembly
 - Clean ignition assembly
 - Clean heat elements or heat exchanger
 - Check flue draft
 - Adjust operating pressure
 - Monitor starting capabilities
 - Test safety controls
 - Tighten / check electrical connections
 - Measure amperage and voltage on all motors and compressors
 - Lubricate all moving parts
 - Adjust thermostat calibration
 - Clean evaporator coil (if accessible)

- Clean condenser coil
 - Clean condenser drain
 - Measure temperature across condenser coil
 - Repair leaks and add Freon as needed
- b. Additional work within the contract will include:
- April/October unit checks
 - Supply and replace filters per replacement schedule (filters and any cleaning solutions to be included at no additional cost to County).
 - 40% efficiency pleated replacement filters or equivalent
 - HVAC inventory (WILL BE POSTED AS ADDENDUM 1)

2. SERVICE RESPONSE TIME

- a. This service program should provide **emergency** response time 24 hours per day, seven days per week, and 365 days per year.
- b. **Non-Emergency** requests for service are to be responded to no more than 24 hours from when the request for service is made.
- c. Bidder shall provide all of the transportation, equipment and labor needed to complete all necessary repairs due to service calls (emergency and non-emergency).

Note: Emergency Service Calls are to be included in this agreement!

2. EQUIPMENT REPAIR

- a. Equipment covered by original equipment manufacturers (OEM) warranty will be repaired under warranty first IN ALL CASES. Repairs required outside of OEM warranty will be repaired under the terms and conditions of this agreement first. All components deemed defective will be replaced with new OEM-approved parts or equivalent.
- b. If during the preventative/scheduled maintenance services the proposer determines the need for repair and/or replacement of parts, the scope of which extends beyond the assigned preventative/scheduled maintenance tasks, the service provider shall promptly notify the Facilities Director. Any parts required AND approved by the Facilities Director, will require his express, written signature.
- c. Any damage to a facility as a result of the service provider or his/her work will be the responsibility of the service provider to repair as required and supervised by the County Facilities Director at the service provider's expense.

3. EXCEPTIONS

- a. Non-routine installations or repairs that will cost in excess of \$2,500 must be approved by the Facilities Director and will require issuance of a PURCHASE ORDER by the County Finance Department. **Invoices for repairs/parts issued in excess of \$2,500 WITHOUT REFERENCING A PURCHASE ORDER NUMBER WILL NOT BE PAID, UNTIL SUCH TIME A PURCHASE ORDER IS ISSUED.**

4. SPECIFIC TERMS

- a. **Changes:** The pricing for the first 12 months of the contract shall remain as bid for the entire 12 months. Changes in the number of units to be serviced will require a contract amendment. **The bidder shall submit a price change request to the County Procurement Department**

detailing the additional services required, as well as the additional associated costs. If approved, the Procurement Department will issue a contract amendment for signature.

- b. **Renewals:** This contract shall be for 3 years, with one (1) year calendar renewal periods. **Any prices increases for subsequent years must be submitted to the Procurement Department no later than 60 DAYS PRIOR TO RENEWAL DATE IN ORDER TO BE CONSIDERED.**
- c. **Licenses:** Bidder MUST be licensed by the State of South Carolina to perform HVAC maintenance/repairs. There will be no exceptions. All services are to be performed in accordance with all Federal, State, County and City regulations and any changes thereto for the duration of the contract. (Note: A City of Walterboro Business License will be required by Bidder in order to perform maintenance on units located within Walterboro City limits.)
- d. **Proof of Licensing:** Bidder shall submit proof of professional license, insurance and city business license upon award. Bidders who do not have a City of Walterboro Business License will be required to license their business upon award of contract, and subsequently provide proof of licensing to the Procurement Department.

QUALIFICATIONS: Colleton County requires that any Bidder must meet the following minimum qualifications. Failure to meet any of the required qualifications may result in the Bidder being disqualified from consideration.

- The Bidder must demonstrate ability, experience AND resources required to provide services to an entity the size of Colleton County.
- The Bidder must have a minimum of five (5) continuous years of experience in HVAC repair and maintenance in the South Carolina Lowcountry.
- Worker's Compensation: statutory benefits; employer's liability, \$300,000 one accident and aggregate disease.
- The Bidder must carry professional liability insurance in an amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. This insurance must cover the Bidder organization and all of its employees, and Bidder must provide proof of the same level of coverage for sub-contractors used. A certificate of insurance naming Colleton County as additionally insured must be submitted prior to execution of any contract. This certificate must name Colleton County as an additional insured party. A sample certificate showing actual coverage limits must be submitted with the bid.
- Bidder must also provide general liability insurance coverage of at least \$1 million combined single limits, and automobile liability coverage for owned, non-owned, and rented automobiles. A sample certificate showing actual coverage limits must be submitted with the proposal.
- If Bidder has similar HVAC maintenance agreements in place, please provide references with name, title and contact information.

SUBMITTALS

- A. **Letter of Interest;**
- B. **Rate Bids** (Use enclosed Rate Bid Form);
- C. Documents/Certificates to evidence and carry-out required insurance coverages.
- D. (i.e. representations, references, and indemnities which are deemed necessary by the County.);
- E. to include name, address, telephone number, of References which will be contacted.

- F. A service bid to incorporate all of the requirements listed previously under the “HVAC Maintenance” Section.
- G. All bids must contain information on how service will be provided outside of normal business hours, holidays, etc.
- H. The bidder will provide a general history and description of its company including, but not limited to, the number of years of business and number of employees, the legal form of business organization, the state in which business is incorporated (if corporation or LLC), the type and category of business ventures in which the organization is involved, and the office location that will be the primary point of contact during the term of any resulting contract.
- I. Bidders are required to list years of experience providing (licensed) HVAC Maintenance Services and if possible, show a proven effectiveness in administering contracts with government agencies of a similar size. Bidders must have qualified and trained staff with sufficient back-up personnel to successfully demonstrate its ability to fulfill the contract.
- J. Colleton County prefers a quarterly billing process for any service contract. Equipment repairs/replacement to be billed on a case-by-case basis.
- K. Please provide your approach to fulfilling the requirements of this bid in as much detail as possible.
- L. Bidders must submit a minimum of three (3) references on the Bidder’s Reference Form provided. All contracts with any local/state governments should be included without exception.

- M. Litigation: Please provide a full list of any litigation of the organization or any officer or principle in any material business litigation (including workman’s comp) over the past 5 years. The disclosure should include an explanation, as well as the current status and/or disposition of the case
- N. Bidders are to use the Financial Bid Forms provided to report commission, sales percentage and product pricing.
- O. Bids will be reviewed by the Review Committee for quality and completeness. These bids will then be scored in each of the following categories using the maximum point values listed below:

Company Experience & Staff	15 pts.
Approach to Scope of Work	15 pts.
References	10 pts.
Financial Stability & Business Litigation	10 pts.
<u>Bidder’s Response – Financial Bid</u>	<u>50 pts.</u>
Total Points:	100

- P. **The bid must be delivered to the County on or before 11:00am on Thursday, August 29nd, 2013 to: Colleton County Government, Procurement Office, Room 208, 31 Klein Street, Walterboro SC 29488; and may be submitted via Fax: (843) 549-7215; and may be submitted by email to: daverkin@colletoncounty.org in a *.pdf document.** **SPECIAL NOTE: If delivery is via Fax, Offeror must contact the Procurement Office at (843) 549-5221 extension 1236 before sending the Fax to ensure confidentiality of bid prior to closing time and date.**

REQUIRED FORMS

Each bid should be prepared simply and economically. Please avoid the use of elaborate promotional materials beyond those necessary to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the respondent. The following documents are also required to be included in your proposal packet:

1. Documentation as listed under "Qualifications" above.
2. Certificate of Familiarity
3. Financial Bid Form
4. Execution of Bid Form.
5. Bidder's Reference Form
6. Addenda Acknowledgement Form
7. Bidder's Certification and non-collusion affidavit.
8. Completed IRS Form W9
9. Copy of current HVAC license from the State of South Carolina.
10. Proof of Insurance (Liability and Workman's Compensation). **Upon contract award respondent to provide certificates naming Colleton County as an additional insured within five (5) business days.**

GENERAL CONDITIONS

A) Abandonment or Delay: If the work to be done under this contract shall be abandoned or delayed by the Offeror, or if at any time the County shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Offeror, the County may annul the contract or any part thereof if the Offeror fails to resolve the matter within thirty (30) days of written notice.

B) Offeror's Cooperation: The Offeror shall maintain regular communications with the Facilities Director and shall actively cooperate in all matters pertaining to this contract.

C) Responsibility: The Offeror shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.

D) Hold Harmless: All respondents to this bid shall indemnify and hold harmless Colleton County Government and any of their officers and employees from all suits and claims alleged to be a result of this bid. The issuance of this bid constitutes only an invitation to present a proposal. Colleton County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this bid. Colleton County also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this bid is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred in connection with this bid or otherwise.

E) Colleton County Procurement Policy: The Bid is subject to the provisions of the Colleton County Procurement Ordinance and any revisions thereto, which are hereby incorporated into this bid in their entirety except as amended or superseded within.

F) Failure to Submit All Mandatory Forms: Failure to submit all the mandatory forms from this Bid package shall be just cause for the rejection of the qualification package. However, Colleton County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

G) Failure to Deliver Goods in Accordance with Terms & Conditions: In case of failure to deliver goods in accordance with the contract terms and conditions, Colleton County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.

H) Debarment: By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on any contracts by any agency or subdivision of the State of South Carolina, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency or subdivision of the State of South Carolina.

I) Termination of Contract

1. Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the offeror.

a. Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written 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 offeror 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.

c. The County shall be obligated to reimburse the Offeror only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

2. Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

Unless otherwise agreed to by the County and the Offeror, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.

J) Governing Laws: Any contract resulting from this bid shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.

K) Bonds: No Bid Bonds, Payment Bonds or Performance Bonds are required for this bid.

The County anticipates awarding the financing to the qualified bidder offering the highest combined score as outlined in the scoring criteria above. The selected vendor will then be recommended to the Colleton County Council for approval, at which point a contract can legally be executed.

Any and all Bids may be rejected by the County. Should any bid not conform to the terms and conditions, the bid shall be subject to rejection as non-responsive. The right to permit the offeror to withdraw nonconforming terms and conditions from its bid prior to a determination by the County is hereby reserved. Further, the County has the right to waive minor variations from the exact requirements of the specifications in a bid which do not affect the quality or schedule of the services being procured. If insufficient information is submitted in order properly to evaluate the bid by an offeror, the County shall have the right to require such additional information as it may deem necessary after the bid time and date, provided that the information requested does not change the quality or schedule of the services being procured.

On behalf of Colleton County, I thank you for your time and consideration to respond to this Invitation for Bid and look forward to receipt of a bid from your company.



Dennis E. Averkin
Procurement Director
Colleton County, South Carolina
daverkin@colletoncounty.org
843-549-5221 ext. 1236

Colleton County Procurement Office

BIDDER'S RESPONSE FORM

Solicitation Number: **FM-44**
 Closing Date/Time: **August 29, 2013 @ 11:00am**
 Location: **31 Klein St., Room 208, Walterboro, SC 29488**
 Procurement: **HVAC Maintenance for Colleton County**

Company Name: _____

Provide all materials, equipment and labor for HVAC Maintenance under an annual contract at the Rate per Hour listed below to Colleton County as listed:

I. Annual Cost for Preventative Maintenance as described under Scope of Work:	
Lump Sum Bid	\$
II. Repairs <i>outside</i> of Preventative Maintenance described under Scope of Work:	
A. Rate per hour Service Calls during Normal Business Hours (8:00 AM to 5:00 PM, Monday-Friday)	\$
B. Rate per hour Service Calls " Outside Normal Business Hours " (including weekends and county/federal holidays)	\$
C. Discount from manufacturer's CURRENT published list price for materials and equipment. Documentation of Contractor's cost will be required, if applicable.	%
OR	
D. Cost Plus Percentage above manufacturer's CURRENT published list price for materials and equipment. Documentation of Contractor's cost is required if you select this option!!	%
State response time for service calls during normal working hours	
State response time for EMERGENCY service calls during normal business hours.	
State response time for EMERGENCY service calls outside normal business hours.	

 Authorized Signature

 Title

 Print Name

 Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

Colleton County Procurement Office

EXECUTION OF PROPOSAL

Solicitation Number: **FM-44 HVAC Maintenance for Colleton County**
Closing Date/Time: **August 29, 2013 @ 11:00am**
Location: **31 Klein St., Room 208, Walterboro, SC 29488**

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the firm.
- ___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposals**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Name (as registered with the IRS)

Authorized Signature

Date

Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Colleton County Procurement Office

BIDDER REFERENCE FORM

Solicitation Number: **FM-44 HVAC Maintenance for Colleton County**

Closing Date/Time: **August 29, 2013 @ 11:00am**

Location: **31 Klein St., Room 208, Walterboro, SC 29488**

References for: _____

(Company Name as registered with IRS)

1. Company _____

Address (Street and Street Number or P.O. Box) _____

City _____ State: _____ Zip Code: _____

Contact Person Name: _____ Title: _____

Describe Scope of Work and dates for project/service: _____

2. Company _____

Address (Street and Street Number or P.O. Box) _____

City _____ State: _____ Zip Code: _____

Contact Person Name: _____ Title: _____

Describe Scope of Work and dates for project/service: _____

3. Company _____

Address (Street and Street Number or P.O. Box) _____

City _____ State: _____ Zip Code: _____

Contact Person Name: _____ Title: _____

Describe Scope of Work and dates for project/service: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Colleton County Procurement Office
31 Klein Street, Room 208
Walterboro, SC 29488

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response 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 set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

MINORITY BUSINESS: Are you a minority business?

▶ **Yes**__ (__ Women-owned / __ Disadvantaged) If yes, please submit a copy of your certificate with your response.

▶ **No**__

MAILING ADDRESS

Mailing Address	Printed Name
City, State, Zip	Title
Date	Telephone Number / Fax Number

REMITTANCE ADDRESS

Company Name	Authorized Signature (As registered with the IRS)
Address	E-Mail Address
City, State, Zip	Fax Number
Telephone Number	Toll-Free Number if available
Federal Tax ID Number	SC Sales Tax Number

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

Colleton County Procurement Office
31 Klein Street, Room 208
Walterboro, SC 29488

Solicitation Number: FM-44 HVAC Maintenance for Colleton County

CERTIFICATION & STATEMENT OF NON-COLLUSION

I _____ certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards. I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person. I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **FM-44 HVAC MAINTENANCE FOR COLLETON COUNTY** was issued except: 1) through the Colleton County Procurement Department 2) at the Pre-Proposal Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the bid submitted by any proposer violating this provision.** I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

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Colleton County Procurement Office
31 Klein Street, Room 208
Walterboro, SC 29488

Solicitation Number: FM-44 HVAC Maintenance for Colleton County

ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Bids and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Colleton County Procurement Office
31 Klein Street, Room 208
Walterboro, SC 29488

Solicitation #: **FM-44 HVAC Maintenance for Colleton County**
Closing Date/Time: **August 29, 2013 @ 11:00am**

"NO RESPONSE" FORM

To submit a **"No Response"** for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list.

Please check statement(s) applicable to your **"No Bid"** response -- _____

- Specifications are ambiguous (specify below in Comments section)
- We are unable to meet specifications
- We are unable to meet lease requirements
- We are unable to meet insurance requirements
- We do not offer this product or service
- Remove us from your vendor list for this commodity/service
- Other (specify below in the Comments section)

Comments: _____

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone

/ Fax