



The Town of Summerville
Purchasing Department
200 South Main Street
Summerville, South Carolina 29483-6010
(P) 843-851-4201 (F) 843-871-0634
mbeltz@summervillesc.gov

July 31, 2017

Bid Number: N/A	Bids will be received until: 2:00 p.m., Thursday, September 21, 2017
Bid Title: Mechanical and Electrical Renovations for Summerville Town Hall	
Mailing Date:	Direct Inquiries to: Michelle Beltz, Purchasing Agent
Vendor Name:	FEIN/SS#:
Vendor Address:	State Contractor #:
City – State – Zip:	
Telephone Number:	Fax Number:
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ Title: _____	
Date: _____	
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 certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.	

Invitation to Bid

The Town of Summerville is seeking sealed bids for the Mechanical and Electrical Renovations for Summerville Town Hall. Bid packages are available beginning Friday, July 28, 2017 on the Town website (www.summervillesc.gov).

A **mandatory pre-bid conference** will be held on **Tuesday, September 5, 2017 at 10:00 a.m.** in the 2nd floor training room of the Summerville Administrative Offices Building, located at 200 South Main Street, Summerville, SC 29483-6010. **If you do not attend this mandatory pre-bid conference, your bid will not be accepted--NO EXCEPTIONS.**

Sealed bids are due by **2:00 p.m., Thursday, September 21, 2017**, and will be opened and publicly read in the second floor training room, Summerville Administrative Offices Building, 200 South Main Street, Summerville, SC 29483-6010. **Late bids will not be accepted, NO EXCEPTIONS.**

Return sealed bids to: Town of Summerville
Attn: Michelle Beltz, Purchasing Agent
200 South Main Street
Summerville, SC 29483-6010

and mark: **Mechanical and Electrical Renovations for Summerville Town Hall**

All inquiries and questions for this project must be submitted in writing via email to the Purchasing Agent, (MBeltz@summervillesc.gov), so that we may address all questions in a posted addendum on the Summerville website and notify all registered Bidders by email. The cut-off for questions is **4:00 p.m., Tuesday, September 12, 2017**. All addenda will need to be signed and included with your bid package. If you fail to include the addenda posted, this will disqualify your bid.

The Town of Summerville reserves the right to reject any and all bids, to waive all formalities and to award the contract, as it appears to be in the best interest of the Town of Summerville. The right is also reserved to hold any and all bids for a period not exceeding ninety days (90) days from the opening thereof.

BIDDER REGISTRATION FORM

Mechanical and Electrical Renovations for Summerville Town Hall

FAX or Email to: **Name:** Michelle Beltz
 Title: Purchasing Agent
 Fax: 843-871-0634
 Email: mbeltz@summerville.sc.gov

It is required that you notify the Purchasing Office via email or fax to become registered as a firm interested in this solicitation and to ensure receipt of any amendments to the solicitation referenced above. You may fax this form or email this information to the Purchasing Agent listed above. Please print clearly.

Company Name, as registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

Federal Tax ID (FEIN)/SS Number

Fax Number

SC General Contractors License

Cell Number

E-mail

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
 Other (*please specify:* _____)

Purpose

The Town of Summerville is seeking sealed bids for the Mechanical and Electrical Renovations for Summerville Town Hall with the installation of a cooling tower on the roof of the building. Contractor will be required to have a General Contractor’s license.

It is the intent of this project to hire a contractor to provide the services of installing a structural platform and a new HVAC cooling tower in accordance with the project plans located on the Town Hall Annex Building located at 200 South Main Street, Summerville, SC 29483.

Bid Process

The Town of Summerville will conduct the selection of a qualified Contractor and award contract in the following manner:

- 1) Bid documents will be made available to interested Contractors and accessible on the Town’s website: www.summervillesc.gov.
- 2) Bids will be received and evaluated as described in the bid documents. At the Town of Summerville’s discretion, a short list of the most qualified Contractors may be compiled and these Contractors asked to make oral presentations and/or demonstrations to the Town of Summerville. The Town may also choose to conduct site visits to vendor installations similar to the one proposed.
- 3) At the conclusion of the bid process, qualified bids will be presented to the Town of Summerville for review and approval.

Schedule of Events

The following is the schedule of events listed in order of occurrence, showing the major milestones from issuance of the invitation to bid to the contract award:

MILESTONE EVENT	DATE
1. Bid Documents Available	Friday, July 31, 2017
2. Mandatory Pre-Bid Conference	Tuesday, September 5, 2017 – 2:00pm
3. Cut-off for Questions	Tuesday, September 12, 2017 – 4:00pm
3. Bid Due Date	Thursday, September 21, 2017 – 2:00pm
4. Bid Evaluation Completed	Monday, September 25, 2017
5. Contract Award	Thursday, October 12, 2017
6. Project Begins	Wednesday, November 1, 2017
7. Project Completion Date	60 days following Notice to Proceed

The Town of Summerville reserves the right to change the schedule of events as it deems necessary. In the event of a major date change, the Town of Summerville may notify known Contractor. The Town of Summerville also reserves the right to issue addenda to this sealed bid up to two days before the bid date as needed to clarify the Town of Summerville’s desire or to make corrections. The Bidder will acknowledge receipt of all addenda in their proposals.

Town of Summerville Contact

You will be required to submit any questions in writing to the Purchasing Agent, so that we may list all questions and responses on the website via an addendum, and notify all registered Bidders by e-mail. When making a site visit, please **DO NOT** question anyone at the site. Any questions need to be in writing to Michelle Beltz, Purchasing Agent (mbeltz@summervillesc.gov) so that they may be directed and answered appropriately.

Bid Submittal Instructions

Bidders are to submit three (3) copies of their bid on or before **2:00 p.m. EST on Thursday, September 21, 2017** to:

Town of Summerville
 Attn: Michelle Beltz, Purchasing Agent
 200 South Main Street
 Summerville, SC 29483-6010

Mark on envelope: **Mechanical and Electrical Renovations for Summerville Town Hall**

- It will be the sole responsibility of the Bidder to have their bid delivered to the Town of Summerville before the closing hour and date. **Late bids will not be accepted, NO EXCEPTIONS.**
- It is the responsibility of the Bidder to check the Town of Summerville website for any addenda posted; www.summervillesc.gov.
- All Bidders shall submit with bid a Bid Bond with a good and sufficient surety or sureties company licensed in the State of South Carolina, or a certified cashier’s check made payable to the Town of Summerville, in the amount of five percent (5%) of the total bid amount. The Bid Bond must be duly executed by the Bidder as principal and issued by a surety authorized to conduct business in the State of South Carolina. Bid Bonds/Certified Checks will be returned to the unsuccessful offeror after award and will be returned to successful offeror after acceptance of the final contract. The successful Contractor shall pay the cost and furnish within ten days after written notice of acceptance of bid, an

irrevocable Surety in the form of a Performance and Payment Bond, Certificate of Deposit, Cashier's Check or Irrevocable Letter of Credit. The Surety shall be issued in the amount of 100% of the total contract covering the entire term of the contract as awarded.

- **Option 1: Performance Bond:** Bond must be issued by a Surety Company licensed to do business in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract price. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
 - **Option 2: Certified Check:** Equal to 100% of the contract amount to be retained by the Town of Summerville until satisfactory completion of the contract.
 - **Option 3: Irrevocable Letter of Credit:** Shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 100% of contract amount.
- Bids having any erasures or corrections must be initialed in ink by the Bidder. The proposal must contain the signature of the duly authorized officer of the Bidder and must be signed in ink.
 - All bids must be valid for a period of 90 days following the bid opening.
 - Bids must address all requirements. **Partial bids will be rejected.**
 - All costs incurred by the Bidder in preparing the bid, or costs incurred in any other manner by the Bidder in responding to this bid will be wholly the responsibility of the Bidder. All materials and documents submitted by the Bidder in response to this bid become the property of the Town of Summerville and will not be returned to the Bidder.
 - Any proprietary information contained in the bid should be so indicated.
 - The Town of Summerville will notify winning Bidder of the bid award.
 - Bids will be considered as specified herein or attached hereto under the terms and conditions of this bid.
 - 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.
 - Bidders are to include all applicable requested information and any additional information they wish to be considered. Submittals should be limited to 75 pages. Submittals exceeding the 75 page limit will not be considered. Tab dividers and cover page will not be counted in the 75 page proposal limit.
 - Due to the possibility of negotiation with any Bidder submitting a bid which appears to be eligible for contract award pursuant to the selection criteria set forth in the bid documents, the Owner reserves the right to select the bid in the best interest of the Town and negotiate with any of the prospective Bidders.
 - Bids will be received by the Town of Summerville until **2:00 p.m. EST on Thursday, September 21, 2017** at which time bids will be opened and publicly read.
 - **BIDS SUBMITTED VIA THE FACSIMILE MACHINE, OR E-MAIL WILL NOT BE ACCEPTED.**

SCOPE OF WORK

Mechanical

1. This project provide for the demolition and removal of the existing ventilation air handling units (VAV-1,2,3), electrical duct heaters (DH-1,2), refrigeration Lines, water cooling condenser, ductwork and associated appurtenances.
2. Provide a new Trane dedicated outdoor air unit (DOAU-1) with an energy recovery ventilator, the DOAU-1 shall be mounted roof to condition the outside ventilation air to serve the building.
3. Provide a new exhaust fan with roof curb adaptor for existing EF-4.
4. The system replacement will be phased to allow the owner to continue to occupy portions of the building with minimal disruption to operations. The contractor will be required to coordinate with the owner to provide a phasing plan and construction schedule prior to the commencement of work.
5. Design was based on as-built drawings. Contractor verify all equipment, ductwork and associated appurtenances.

Electrical

1. This project provides for the removal of existing mechanical equipment.
2. Existing electrical circuits serving mechanical equipment to be removed as shown on the electrical demolition drawings. Circuitry to be pulled back complete to appropriate electrical panel. Panel breakers to be spared and reused as shown on the electrical renovation drawings.
3. Design was based on as-built drawings, contractor to verify all circuitry.

Fire Alarm

1. Provide new duct-mounted smoke detectors to shut down the dedicated outdoor air unit. Smoke detector provided by the fire alarm contractor, installed by the mechanical contractor, and wired by the fire alarm contractor to the fore alarm system only.

Architectural

1. Provide permanent access ladder to the existing roof hatch.

Structural

1. Modify existing roof framing to provide support for new dedicated outdoor air unit to be installed on the roof. Provide with surrounding platform and access ladder.

Roofing

1. Provide roof penetrations, including

NOTICE OF DISCLAIMER:

The list of items is being provided to each bidder is to aid in their ability to give a fair and competitive bid. They should not be construed as a contract or any guarantee of the award of the bid. They are only for your assistance in helping you to know what is expected of contractors bidding this job, and what will be required of each contractor.

Initials

Date

General Notes:

- A. Contractor shall be responsible for clean-up of all debris resulting from their work, **including, but not limited to, a complete sweep out, daily, of the work area.** Debris is to be removed from the area and placed in trash bins located on the jobsite. **TRASH MUST BE REMOVED FROM THE WORK SITE ON A DAILY BASIS.** Any debris not properly disposed of in a timely manner shall be removed at the Subcontractor's expense. Any debris removed from the jobsite by the Contractor shall be lawfully disposed of at an approved landfill site.
- B. Contractor shall provide protection of his work and the work of others, and shall cooperate in the coordination of his work and the work of other trades.
- C. Contractor's work shall be performed in accordance with a schedule established after award of contract.
- D. Contractor's work shall be performed in accordance with all applicable provisions of the Occupational Safety and Health Act (OSHA) including requirements of the Hazardous Material Communication Program (HAZCOM). A copy of the documents required by HAZCOM is to be provided to The Town of Summerville, and will remain on file with the Purchasing Agent.
- E. These documents are: a material inventory sheet, a letter documenting employee training, a written program for hazardous material communication, and a Material Safety Data Sheet for each listed material.
- F. Any area designated by the Town of Summerville for use as a storage or staging area by the Contractor shall be maintained in a neat and orderly manner. All areas must be kept free from trash and other debris at **all times.** Failure to comply will result in loss of yard privileges for Contractor.
- G. Contractor shall provide evidence of worker's compensation, commercial general liability, Owners and Contractors Protective liability and automobile liability insurance, in compliance with the Town of Summerville's limits. Your State Contractors License #, which will be verified through the State, prior to starting any work.
- H. Contractor will provide temporary sanitary facilities and make arrangements with SCE&G for temporary electrical service. The Town will provide temporary water service.

Initials

Date

IMPORTANT

- 1. Bidder may **mail**, or **hand-deliver** the "sealed bid" to the Purchasing Agent. **PROPOSALS SUBMITTED VIA FAX OR EMAIL WILL NOT BE ACCEPTED.** Please show the "Bid Title" on the outside of any mailing package. The Town of Summerville assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence, address the envelope to the Purchasing Agent, and include the bid reference on this envelope. **If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.**
- 2. **DEADLINE FOR SUBMISSION OF OFFER:** Any bid or offer received after the Purchasing Agent has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]
- 3. This solicitation does not commit the Town of Summerville to award a bid or contract, to pay any cost incurred in the preparation of the response, or to procure, or contract for goods or services listed herein.
- 4. The Town of Summerville reserves the right to reject any and all responses, to cancel the solicitation, and to waive any technicality if deemed to be in the best interest of the Town.
- 5. Questions regarding this solicitation must be submitted in writing no later than **4:00 p.m. Tuesday, September 12, 2017**, in order to get proper answers, and a Q & A addendum posted to the Town of Summerville's website. Questions may be emailed to mbeltz@summervillesc.gov, or hand delivered to the Purchasing Agent located on the 2nd floor of the Administrative Offices Building at 200 S. Main St, Summerville, SC.

INSTRUCTIONS TO BIDDERS

- 1. Only one copy of Invitation to Bid Invitation is required (unless otherwise stated), however, please include three (3) copies of your bid.
- 2. Bids, amendments or withdrawal requests must be received by the time advertised for bid opening to be timely filed. It is the Bidder's sole responsibility to insure that these documents are received by the Purchasing Agent at the time indicated in the solicitation document. Any withdrawal request received after time of opening must have proper approval of the Purchasing Agent.
- 3. 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 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves

the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

4. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
5. The Town of Summerville reserves the right to award this solicitation by line item, by lot, or by total using the award method that is in the best interest of the Town of Summerville, unless stated otherwise elsewhere in this solicitation.
6. All amendments to and interpretations of this solicitation shall be in writing and issued by the Purchasing Agent for the Town of Summerville. The Town of Summerville shall not be legally bound by any amendment or interpretation that is not in writing.
7. All Addenda and Award Notices will be posted on our website: www.summervillesc.gov, then click on the Formal Sealed Bids/Proposal/Quotes.
8. Drug Free Workplace: (Note: This clause applies to any resultant contract of \$50,000.00 or more.) The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug Free Workplace Act. (See Act. No. 593, 1990 Acts and Joint Resolutions). By submission of a signed solicitation, you are certifying that you will comply with this act. (See Section 44-107-30). This will certify your compliance with the Act.
9. 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 Bidder to notify the Purchasing Agent in writing no later than five (5) business days prior to the scheduled due date and time.
10. The Town of Summerville 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 Town.
11. Default: In case of default by the Contractor, the Town of Summerville 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 response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.
12. Price Condition: All prices shall be firm-fixed type, unless stated otherwise. Also, all submitted responses shall remain effective for a minimum period of ninety (90) calendar days.
13. 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 Contractor to notify the Purchasing Agent if you receive solicitations that do not apply.
14. Response Period: All responses shall be good for a minimum period of ninety (90) calendar days.
15. Response Withdrawal: Any responses may be withdrawn prior to the established closing date and time, but not thereafter without proper approval from the Purchasing Agent.
16. Bidders' Qualifications: The Town of Summerville reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The Town of Summerville further reserves the right to make the final determination as to the bidder's ability to provide said services.
17. Insurance Requirements: The Contractor shall not commence work under this Bid until he has obtained all insurance under this section; and the Director of Public Works/Town Engineer and the Town Attorney of the Town of Summerville, South Carolina, have approved such insurance coverage. Insurance certificates are required from the General Contractor or service providers and all subcontractors.

WORKER'S COMPENSATION INSURANCE: The Contractor shall provide and maintain during the life of this contract, the statutory Workers Compensation Insurance of \$1,000,000 as required by all applicable Federal, State, Maritime or other laws including Employers Liability for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Statutory Workmen's Compensation and Employer's Liability Insurance of \$1,000,000 for all of the latter's employees to be engaged in such work. The requirements for Worker's Compensation Insurance coverage will not be waived.

LIABILITY INSURANCE: The Contractor shall provide and maintain during the performance of work under this Bid, General Liability and Property Damage insurance in the following amounts, to protect himself, his agents and his employees

from claims for damage for personal injury, including wrongful and accidental death and property damage which may arise from operations under this Bid, whether such operations be performed by himself or his employees.

GENERAL LIABILITY:	\$1,000,000 per Person /\$1,000,000 Each Occurrence
PROPERTY DAMAGE:	\$1,000,000 each Occurrence
AGGREGATE:	\$2,000,000

COMPREHENSIVE AUTOMOBILE LIABILITY: The Contractor shall provide and maintain during the performance of work under this Bid, Comprehensive Automobile Liability Insurance, including protection for liability arising out of owned, non-owned and hired vehicles. The policy shall be extended to provide contractual coverage for the Hold Harmless Agreement, which is part of these Instructions to Bidders. The limits of liability shall be as follows:

BODILY INJURY:	\$1,000,000 per Person/\$1,000,000 Each Occurrence
PROPERTY DAMAGE:	\$1,000,000 each Occurrence

EXCESS OR UMBRELLA LIABILITY with a limit of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate.

ERRORS & OMISSIONS AND/OR PROFESSIONAL LIABILITY INSURANCE (if applicable): with a limit of not less than \$2,000,000. Contracting firm shall maintain the Errors & Omissions and/or Professional Liability Insurance for the duration of this agreement and for a period of three (3) years following termination of the agreement.

Said insurance shall be written by a company or companies approved to do business in the state of South Carolina and acceptable to the Town of Summerville. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the Town.

The Town of Summerville, its officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the contract; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officials, employees or volunteers and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the Owner may possess.

Each insurance required by the Owner shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner.

All certificates and endorsements must be received and approved by the Owner within five (5) days after notification of award. It is required that the Purchasing Office at 200 S. Main St, Summerville, SC 29483, receives an **original** Certificate of Insurance. Fax copies are not acceptable. If you have any questions, please call 843-851-4201.

Town shall withhold payments to Contractor if the Certificate(s) of Insurance and endorsements required above are canceled or Contractor otherwise ceases to be insured as required herein.

18. **Town Business License:** The successful Bidder and any Subcontractors, prior to execution of the contract, must possess or obtain a Town of Summerville Business License. Such license must be maintained throughout the duration of the contract. Contact Marion Perez at (843) 871-6000 to determine the exact amount or to ask other pertinent questions regarding doing business in the Town of Summerville.
19. **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.
20. **Exceptions and Deviations:** Any bid that does not meet the specifications and design criteria must be accompanied by documentation identifying and justifying all exceptions and deviations.
21. **Governing Laws:** The laws of South Carolina shall govern this Agreement. All litigation arising under said Agreement shall be litigated only in a Circuit court for the Ninth Judicial Circuit of Charleston County, Charleston, South Carolina. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.
22. **7 % S. C. Sales Tax:** Shall be added to the purchase order resulting from this solicitation. However, lump sum bid responses shall **include** all applicable taxes as a separate line item.

23. Prompt Payment Discount Terms: Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.
24. "Or Approved Equal": Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items that, in the judgment of the Owner, are best suited to the needs of the Owner based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size, type, weight, color, etc. of the item bid if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement.
25. Contract Period (if applicable): The initial term of the Agreement shall be for a period of 6 months. Town of Summerville reserves the right to extend the Agreement if the Town of Summerville determines the extension is in its best interest. The Town of Summerville shall have the sole discretion to honor or reject the Contractor's request for a price increase.
26. Award Process: The Town of Summerville shall select the most competitive response on the terms which are considered to be most advantageous to the Town. However, final approval may rest with members of Summerville Town Council.
27. Rejection: The Town of Summerville reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared with the same or other bids if such action is in the best interest of the Town.
28. Correction of Errors on This Bid Form: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.
26. Non-Appropriation: If the Summerville Town 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 contract reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the Town.
27. 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 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 Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
28. Arbitration: Under no circumstances and with no exception will the Town of Summerville act as Arbitrator between the Contractor and any Sub-Contractor.
29. Indemnification: The Town of Summerville, its officials and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the Town or failure of the Town to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
30. Guarantee: The Contractor shall state his normal warranty and any extended warranties where available.
31. Save Harmless: (This General Condition **Does Not** Apply to Solicitations for Service Requirements). The successful bidder shall indemnify and save harmless the Town of Summerville and all town officials, and employees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Bidder shall have no liability to the Town of Summerville if such patent, trademark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the Town of Summerville.
32. Publicity Releases: 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.
33. Quality of Products: (This General Condition **Does Not** Apply to Solicitations for Printing or Service Requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

34. S.C. Law Clause: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the bidder agrees to subject 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.
35. Termination: Subject to the provision below, the contract may be terminated for any reason by the Town of Summerville Purchasing Department, provided a thirty (30) day advance notice in writing is given to the Contractor.
 - a. Termination For Convenience: In the event that this contract is terminated or cancelled upon request and for the convenience of the Town of Summerville without the required thirty (30) days advance written notice, then the Town may negotiate reasonable termination costs, if applicable.
 - b. Termination For Cause: Termination by the Town of Summerville 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. (See General Provisions #1 - Default)
36. Assignment: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Town of Summerville Procurement Department.
37. Item Substitution: (This General Condition **Does Not** Apply To Solicitations For Printing or Service Requirements). No substitutes will be allowed on a purchase order issued by the Town without permission from the Town of Summerville Purchasing Department.
38. Restriction/Limitations: No purchases are to be made from this contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this contract.
39. Purchases From Other Sources: (This General Condition **Does Not** Apply To Solicitations For Printing or Service Requirements). The Town of Summerville reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.
40. Gratuities and Kickbacks
 - a. Gratuities: It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former 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, preparation, or any part of a program requirement or 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 of a contract or subcontract, or to any solicitation or proposal therefore.
 - b. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontractor or order.

NO BID RESPONSE FORM

Bid Number: N/A	Bids will be received until: 2:00 p.m., September 21, 2017
Bid Title: Mechanical and Electrical Renovations for Summerville Town Hall	
Mailing Date:	Direct Inquiries to: Michelle Beltz, Purchasing Agent
Vendor Name:	FEIN/SS#:
Vendor Address:	
City – State – Zip:	
Telephone Number:	Fax Number:
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ Title: _____	
Date: _____	
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 certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.	

To submit a “**No Bid**” 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 the bidders list.

Please check statement(s) applicable to your “**No Bid**” response

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond 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).

Comments: _____

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him or herself with the information contained within this entire solicitation and applicable amendments, submits the attached bid, and other applicable information to the Town of Summerville, which I verify to be true and correct to the best of my knowledge. I further certify that this bid response 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 solicitation and certify that I am authorized to sign this bid. **By submission of a signed bid, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name, as registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

Remittance Address

Fax Number

City, State, Zip

Cell Number

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

SC General Contractors License

SC Sales Tax Number

TYPE OF BUSINESS ENTITY (*check one*):

_____ Individual/Sole Proprietor

_____ Partnership

_____ Corporation

_____ Limited Liability Company

_____ Other (*please specify*: _____)

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The Town of Summerville shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

PRICE SCHEDULE

Mechanical and Electrical Renovations for Summerville Town Hall

- | | |
|---|---|
| <input type="checkbox"/> Drawings | <input type="checkbox"/> Bidder Registration Form |
| <input type="checkbox"/> Description of details | <input type="checkbox"/> Addendum's |
| <input type="checkbox"/> Time Schedule | <input type="checkbox"/> Other: _____ |

Project Cost \$ _____

SC Sales Tax \$ _____

TOTAL BID \$ _____

Submittal of bid indicates your compliance with the specifications or explanation of deviations, if applicable. These specifications are the minimum requirements for this equipment. Any and ALL exceptions to these specifications shall be noted. A full explanation of the deviation as to what is proposed shall be provided on a separate page entitled "Exceptions to Specifications".

Days required following receipt of Notice to Proceed to commence work _____

Will you offer a prompt payment discount? Yes or No (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the Town, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", ENTITLED "PAYMENT DISCOUNTS".

Sealed Bids Must Be Received Prior To 2:00 P.M. on Thursday, September 21, 2017