



County of Georgetown, South Carolina

129 Screven Street, Suite 239 · Georgetown, SC 29440-3641
Post Office Box 421270, Georgetown, SC 29442-4200
(843)545-3083 · Fax (843)545-3500 · purch@gtcounty.org

INVITATION FOR BID (IFB)

BID NUMBER: 22-014

ISSUE DATE: Wednesday, March 23, 2022

OPENING DATE: Wednesday, April 27, 2022

OPENING TIME: 3:00 PM (ET)

Bid Opening Location: Hybrid-By Virtual Meeting Link & Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

Pre-Bid Site Inspection/Conference: [None]

PROCUREMENT FOR: Walk-In Freezer for Beck Recreation Center

All bids must be submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <http://www.georgetowncountysc.org/172/Purchasing> for instructions on how to submit bids electronically through this system. As always, emailed/faxed bids will not be accepted. Your bid must be submitted electronically through Georgetown County's Purchasing Vendor Registry page to ensure it remains sealed until the scheduled bid opening date and time.

Any scheduled bid openings will still be opened at the designated date and time as listed in the bid document or related addendum. However, at the time of this bid issuance, these bid openings may be conducted virtually, in-person, or by a hybrid method (both virtually and in person). See the timeline on page 3 for location and method specified. As always, bid openings will be accompanied by at least one witness and bid tabulation results will be posted online for the public's viewing after the bid opening.

Purchasing Contacts: **Nancy Silver**
Phone: (843)545-3076
Fax: (843)545-3500
E-mail: nsilver@gtcounty.org

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that they submit their bids on or before, the date and time specified for the bid opening. No bid will be accepted thereafter. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.



Intent to Respond

REF: Bid #22-014, Walk-In Freezer for Beck Recreation Center

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project. We also encourage you to visit our website at <http://www.georgetowncountysc.org/purchasing/default.html> and register as a new vendor. If you are an existing vendor, please make sure your profile is up-to-date with a valid contact name and email address on file.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at www.gtcountry.org select "Bid Opportunities" under Quick Links, then click on the "View Current Bid Solicitations" link.

Our firm **does** intend on responding to this solicitation.

Our firm **does not** intend on responding to this solicitation.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

FAX: _____

E-Mail: _____

How did you hear about this opportunity? _____

Reason if **not** responding: _____

Please return this completed form to Nancy Silver, Purchasing Officer

- by e-mail to nsilver@gtcounty.org
- or by FAX to (843)545-3500.

[End of Intent to Respond]

Time Line: Invitation for Bid #22-014

Item	Date	Time	Location*
Advertised Date of Issue:	Wednesday, March 23, 2022	n/a	n/a
Pre-Bid Conference & Site Inspection:	[None]	n/a	n/a
Deadline for Questions:	Wednesday, April 13, 2022	3:00PM ET	n/a
Bids Must be Received on/or Before:	Wednesday, April 27, 2022	3:00PM ET	Electronic
*Public Bid Opening & Tabulation:	Wednesday, April 27, 2022	3:00PM ET	Hybrid

*At the time of this posting, bid openings may be performed virtually, in-person, or by a hybrid method, see above location for method specified. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually. Vendors may also now attend the meeting in person at the Georgetown County Historic Courthouse, Purchasing Conference Room, 129 Screven St., Suite 239, 29440.

IFB #22-014

Walk-In Freezer for Beck Recreation Center

Georgetown County is soliciting sealed bids for the purchase and installation of a 10 ft. Length x 14 ft. Width x 8 ft. Height walk-in freezer box. The County is seeking a turn-key solution which includes pouring of a concrete pad with hurricane anchors, control wiring, and walk-in freezer box with one (1) exterior door. See detailed specifications and general requirements below. This purchase is being funded in whole or in part by a Community Development Block Grant (CDBG), Grant number CV1-012. Due to the CDBG funding related to this purchase, the County's Local Vendor Preference Option will be waived for this procurement.

GENERAL REQUIREMENTS:

- 1) Each offeror should enclose an appropriate number of pieces of the manufacturer's sales literature and/or promotional materials that outline and illustrate the features and benefits of the product being represented.
- 2) F.O.B.: Destination
Cost must include fully prepaid delivery and installation to:

Beck Recreation Center
2030 Church St.
Georgetown, SC 29440
- 3) Work & Materials
Materials shall be in full accordance with local and state ordinances and with any other prevailing rules and regulations.
- 4) Warranties
All work and materials shall have a minimum one (1) year warranty from time of completed installation and acceptance by the County.

BRAND NAME OR EQUAL:

- 1) The use of a brand name specification is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. An item shall be considered to be substantially equivalent, or “equal” to the specified brand in the opinion of the Chief Procurement Officer, the County can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified brand.

SPECIFICATIONS

Bally “Brand Name or Equal” walk-in freezer box 10 ft. x 14 ft. x 8 ft. with pressure relief port.

One (1) 36 in. x 78 in. walk-in exterior door with strip curtain, and kickplate.

Outdoor roof membrane shall be made of white aluminum exterior, to reflect the sun.

Normal-usage Floor: Floor panels shall be placed on the concrete pad and leveled. Where inside floor and outside platform must be level, the concrete pad shall be made with a depression deep enough to receive the Bally floor panels.

Floor Panel Finish: 16 ga. Stainless steel or .080 Rigidized Aluminum

Trenton “Brand Name or Equal” weather proof Scroll Compressor condenser matched to Trenton “Brand Name or Equal” R404-A evaporator with temperature controls.

Installation shall include construction of a concrete pad with stainless hurricane anchors, construction and mounting the box, installation and startup of the refrigeration system, control wiring, condensate drains, high voltage wiring to disconnect within 6 feet of condenser.

See also attached “Exhibit A” for full Bally specifications.

ALTERNATE #1: The County is requesting an alternate #1 for the additional amount to the base bid for a reinforced floor in lieu of normal-usage floor. See below for specifications for the reinforced floor alternate #1 item.

Reinforced Floor: ½” Plywood or ½” OSB with .100 Smooth Aluminum and/or 16 Ga. Stainless-Steel plus overlay of 3/16” Aluminum Diamond Tread. These panels are designed to support a “uniformly distributed load” of 2,500 lbs. per square foot.

GRANT REQUIREMENTS:

This project is being funded in whole or in part by the Community Development Block Grant Program (CDBG). All federal CDBG requirements will apply to the contract. All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM). Bidders on this work will be required to comply with the President’s Executive Order No. 11246 & Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidders

must comply with Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240.

Bidders must also make positive efforts to use small and minority-owned business and to offer employment, training and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

The owner reserves the right to waive any irregularities, or to reject any or all bids.

[THE REMAINDER OF THIS PAGE IS INTENTIONAL LEFT BLANK]



SPECIFICATION GUIDE

Trade Approvals

- **Underwriters Laboratories (UL):** Bally Refrigerated Boxes, Inc. 4", 5", and 6" panels generated a flame spread of 25 or lower and smoke generation of 450 or lower when tested in accordance with ASTM E-84.
- **Factory Mutual (FM):** Bally Refrigerated Boxes, Inc. 4", 5", and 6" panels meet that approval of FM standards as a Class 1 building type. FM approval depends on skin type and height of panel. Consult factory for specific qualifications for FM approval.
- **National Sanitation Foundation (NSF):** Bally Refrigerated Boxes, Inc. panels are NSF certified.
- **Energy Independence and Security Act of 2007 (EISA):** Bally Refrigerated Boxes, Inc. products manufactured after January 1, 2009, meet or exceed the act standards.
- **Miami Dade NOA# 17-0830.08**
- **City of Houston Approval #297**

Insulation

- Bally Refrigerated Boxes, Inc. uses HFC expanding agents to create a greater than 90% closed cell structure.
- Non-ozone depleting urethane shall be foamed-in-place (*poured, not frothed*) and, when completely heat cured, shall bind tenaciously to the metal skins to form an insulated panel. Panels and doors must meet or exceed minimum R-Values for cooler (R-25) and Freezer (R-32) when tested per ASTM C518 per Federal Regulation 431.304.

Panels

- Panels shall consist of interior and exterior metals skins precisely formed with steel and dies and roll-form equipment and thoroughly checked with gauges for accuracy. The metal skins shall be placed into heated molds and liquid urethane injected between them. For extra rigidity, the exteriors of all vertical panels above 118" except corners and door panels shall have vertical grooves spaced on 5-3/4" centers.
- Standard Panels shall contain 100% urethane insulation and have no internal wood or structural members to form tongue & groove profiles. Metal Skins shall have double 90° return bends for superior adhesion to urethane.
- To ensure tight joints, panel edges must have foamed-in-place tongues and grooves with a flexible vinyl gasket on the interior and exterior of all tongue edges. Gaskets shall be NSF certified and resistant to damage from oil, fats, water and detergents.
- To assure perfect alignment and maximum strength, corner panels shall employ a right-angle configuration with exterior horizontal dimensions of 12" on each side.
- Vertical panels (*except corner panels*) shall be supplied in a single length up to 27'8" high (*16' high for installations with aluminum or stainless steel finish*).
- For outdoor applications, single-height panels greater than 19' (*16' for aluminum*) or multi-tiered vertical panels must be secured to horizontal girts mounted between building columns.
- Panels are available in 4", 5", or 6" thicknesses.

Joining Panels

- Panels shall be equipped with Bally Speed-Lok diaphragmatic joining devices.
- Each Speed-Lok shall consist of a cam action, hooked locking arm placed in one panel, and a steel rod positioned in the adjoining panel, so that when the arm is rotated, the hook engages the rod and draws the panels tightly together with cam action. Arms and rods shall be housed in individual steel pockets. Pockets on one side of the panel shall be connected to pockets on the other side in width, by the use of 2" wide metal straps set into and completely surrounded by the insulation.
- The distance between Speed-Loks shall not exceed 46".
- When panels are joined together, these straps shall form lock-to-lock connections for extra strength.

Finishes *(Custom finished are available upon request.)*

Exterior Finishes

- ▶ Stucco-embossed Galvalume steel
- ▶ Stucco-embossed Aluminum
- ▶ Stucco-embossed White galvanized steel
- ▶ Stucco-embossed Stainless steel
- ▶ Stucco-embossed Sand-tan galvanized steel
- ▶ Stucco-embossed White Aluminum
- ▶ Smooth White galvanized steel
- ▶ Smooth Stainless steel (20 ga or 22 ga)
- ▶ Smooth White aluminum
- ▶ Galvanized steel *(Exterior ceilings in high wind areas)*

Interior Finishes

- ▶ Stucco-embossed Galvalume steel
- ▶ Smooth White Galvanized steel
- ▶ Smooth Stainless steel (20 ga or 22 ga)
- ▶ Stucco-embossed Stainless steel
- ▶ Stucco-embossed Aluminum
- ▶ Stucco-embossed White aluminum
- ▶ Stucco-embossed White Galvanized steel
- ▶ Smooth White Aluminum
- ▶ Galvanized steel *(for floors covered with quarry tile)*

Dimensions for Walk-In Refrigerators and/or Freezers

- **Lengths:** 5'10", 6'3¾", 6'9½", 7'3¼", 7'9", 8'2¾", 8'8½", 9'2¼", 9'8", 10'1¾", 10'7½", 11'1¼", 11'7", 12'¾", 12'6½", 13'6", 13'11¾", 14'5½", 14'11¼", 15'5", 15'10¾", 16'4½", 16'10¼", 17'4", 17'9¾", 18'3½", 18'9¼", 19'3", 19'8¾", 20'2½", 20'8¼", 21'2", 21'7¾", 22'7½", 22'7¼", 23'1", 23'6¾", 24'½", 24'6¼", 25'0", 25'5¾", 25'11½", 26'5¼", 26'11", 27'4¾", 27'10½". Longer buildings are available in additional 11½" increments.
- **Widths:** 5'10", 6'3¾", 6'9½", 7'3¼", 7'9", 8'2¾", 8'8½", 9'2¼", 9'8", 10'1¾", 10'7½", 11'1¼", 11'7", 12'¾", 12'6½", 13'6", 13'11¾", 14'5½", 14'11¼", 15'5", 15'10¾", 16'4½", 16'10¼", 17'4", 17'9¾", 18'3½", 18'9¼", 19'3", 19'8¾", 20'2½", 20'8¼", 21'2", 21'7¾", 22'7½", 22'7¼", 23'1", 23'6¾", 24'½", 24'6¼", 25'0", 25'5¾", 25'11½", 26'5¼", 26'11", 27'4¾", 27'10½". Wider buildings are available in additional 11½" increments.
- **Heights:** *(heights shown are with floor; subtract 4" for less-floor units):*
7'6", 8'6", 9'6", 10'6", 12', 13', 14', 15', 16', 17', 18', 19', 20'4", 21'4", 22'4", 23'4", 24'4", 25'4", 26'4", 27'4", 28'4".
(Single length verticals) Taller buildings are available in additional 12" increments, with stacked vertical panels.

Floors

- Bally furnishes floor panels only. Preparation and Installation of Bally floor panels must be provided by others.
- Floor panel construction shall be similar to that of vertical panels, but with a heavier-gauge interior skin; thickness of floor panels may be different than that of vertical panels. The end floor panels (23.5" wide) will have extra cam locks *(than verticals)* to accommodate various panel configurations.
- Vertical panels shall lock to the floor panels using the Speed-Lok joining system.
- 4" thick floor panels have a 3/8" inside coved radius built in around the perimeter of skins and are NSF Certified. Coved trim is available for 5" and 6" floors also allowing them to be NSF Compliant.

Floor Types

- ▶ **Normal-usage Floor:** Floor panels shall be placed on a concrete pad and leveled. Where inside floor and outside platform must be level, the concrete pad shall be made with a depression deep enough to receive the Bally floor panels.
- ▶ **Reinforced Floor:** ½" Plywood or ½" OSB with .100 Smooth Aluminum and/or 16 Ga. Stainless-Steel plus overlay of 3/16" Aluminum Diamond Tread. These panels are designed to support a "**uniformly distributed load**" of 2,500 lbs. per square foot.
- ▶ **Heavy Reinforced Floor:** 3" Steel C-stud combined with ½" Plywood or ½" OSB with 16 Ga. Stainless Steel or .100 Smooth Aluminum foamed in place *(4" or 3-5/8" NSF panels)* plus an overlay of 3/16" Aluminum Diamond Tread. Heavy traffic cooler *(to limit thermal transmission)* low volume keg coolers and other heavy use applications. These panels are designed to support a "**uniformly distributed load**" of 3,000 lbs. per square foot.
- ▶ **Built-in, Insulated Floor:** The floor shall be constructed on the job site. It shall consist of a depressed, reinforced concrete sub-slab. Slab urethane *(thickness based on temperature requirements)* or insulated Bally panels shall be built into this depressed slab, add a minimum of 4" reinforced concrete wearing floor to be installed on top. Wall panels shall be fastened to this floor, or locked to Bally floor panels prior to installation of concrete wearing surface. Adequate drainage and ventilation or other heat source must be provided beneath and around all construction. **Forklift use is permitted when tile surface is NOT used.**

- ▶ Structured Floor Panels: 4", 5" or 6" thick insulated floor panels contain non-conductive fiberglass structural imbeds, with an additional ¾" Plywood adhered to the floor skin, for maximum strength without freezing. ¼" or 3/16" Diamond Tread plate overlay adds additional strength. Panels are designed to support a **"rolling load"** of 4,000 lbs. per square foot. Examples; pallet jacks, large equipment, heavy carts with small wheels and high volume large keg coolers. **Fork-lift use is NOT permitted.**

Floor Panel Finishes

- ▶ 16 ga. Stainless steel
- ▶ .080 Rigidized Aluminum
- ▶ .100 Smooth Aluminum
- ▶ 16 ga. Galvanized Steel
- ▶ .125 Aluminum Diamond Tread
- ▶ .060 Rigidized Stainless Steel

Doors

- Number of doors, location and direction of swing shall be specified in the Walk-In layout.
- Doors are in-fitting and flush-mounted, and conform to the same standards as vertical panels.
- Magnetic core, thermoplastic gaskets installed on the top edge and both sides of the door shall keep the door in a closed position, forming a tight seal; a flexible, dual blade wiper gasket shall be installed at the bottom of the door.
- NSF Certified gaskets shall be replaceable and resistant to damage from oil, fats, water and detergent.
- A heavy U-channel structural steel frame around the perimeter of the door opening shall prevent racking or twisting; steel frame is to be reinforced for hardware attachment.
- Anti-condensate heater wire shall be concealed behind the metal edge of the doorjamb.

The door panel shall also include:

- ▶ Vapor-proof LED interior lamp; junction box for 120/60/1 AC service (*15 amp maximum*);
- ▶ 2"-dia. flush-face dial thermometer (*field mounted on 60" wide doors*); Provides dual temperature readings in a range from -60°F to 80°F.
- ▶ Door Canopy – rain shield for outdoor installations, to be caulked and mechanically attached to door.

Door Hardware

- ▶ For doors with 30", 34", 36", or 42" wide openings: two spring-loaded, cam-lift, self-closing hinges; cylinder latch with provision for padlocking and safety release mechanism; door closer.
- ▶ For doors with 48" or 60" wide openings: hinges are uplift type with blades not less than 9" long; latch shall include provision for padlocking and safety release mechanism. Bally recommends 4 hinges for all 60" wide doors.

Hardware Finishes

- ▶ For Walk-Ins finished with stainless steel – polished aluminum
- ▶ For Walk-Ins with finishes other than stainless steel – satin aluminum

Door Dimensions:

- **Standard Widths:** 30", 34", 36", 42", 48", 60"
- **Standard Heights:** 66", 70", 78", 84" - Doors can be cut to accommodate thickness of tile, if applicable.

Door Options:

• Hinged Super Entrance Door:

Construction is identical to that of a standard door except that a third hinge is added and the door and portion of door panel is protected by diamond-plate kick panels covering the bottom 30" on interior and exterior.

Hinged Super Entrance Door Dimensions:

- ▶ **Widths:** 30", 34", 36", 42", 48", 60"
- ▶ **Heights:** 66", 70", 78", 84"

- **Observation Window in Entrance Door:** a 14" x 14" heated observation window shall be provided in the entrance door. It consists of three panes of glass with either heat reflective treated glass or Argon gas filled. 14"x24" windows shall be used on larger doors (48" to 60" wide). Window heat system shall be controlled by a thermostat to minimize energy consumption.
- **Deadbolt Handle Latch:** Security latch with sliding deadbolt and inside safety release.
- **Strip Curtain:** Sturdy, NSF Certified, clear-vinyl strip curtains shall permit easy passage while minimizing air infiltration. Made of USDA-approved, polyester reinforced, clear vinyl strips, eight inches wide with rounded edges.

Accessories

- **Pressure Relief Port** (*required for all freezers*)
- **Partition Walls:** Insulated, 4" thick metal clad panels shall be provided to form separate compartments within the Walk-In. A non-conductor strip must be built into all exterior panels at the joints where partitions butt to prevent transfer of heat from one compartment to another. Partition panels shall be locked to these panels.
- **Roof Options:** (*One of the following types must be used for any outdoor installation*):
 - ▶ Sectional prefab metal roof shall be used with structures installed outdoors on buildings of any length but not exceeding 34'7" in width. Roofs shall be made of stucco-embossed aluminum.
 - ▶ Single-piece, pre-sized membrane roof system; maximum dimensions: 34'7" x 34'7".
 - ▶ Bally reviews factors including existing building locations, snow loads, and wind factors to determine the correct roof/ceiling design for the specific installation.

• **Alarm Systems**

- ▶ Modularm 75L C
- ▶ National TM166
- ▶ Weiss XWA

- **Double-swing Cart Door:** used in tandem with Bally hinged entrance doors to minimize the entry of heat when main doors must be kept open. May be installed on units operating at temperatures as low as -20°F. Available with optional bumpers.
- **Reach-in Doors:** Convenient for Product loading these doors can be designed where any regular 46" panel is used. Construction and hardware standards are equal to that of typical door panels.

Sizes: 18½" x 30" or 30" x 30"

Single _____ Size _____

Double _____ Size _____

- **Glass Display Doors:** Provide maximum display. Available for cooler or freezer applications, low temperature doors have built-in heaters to eliminate condensation; can be installed with left-hand or right-hand swings and optional locks. Shelving also available.

Number _____ Size _____

• **Wire Shelving**

- ▶ **Cantilevered:** Stainless steel top anchors held in place by zinc-plated steel sheet metal screws. Two stainless steel support brackets support shelves positioned over nylon projections and finished with closure caps. All shelves have raised wire edges to keep stored product in place.

Finishes: chrome, epoxy, or stainless steel.

Number of Tiers: _____ Widths: 14", 21" Lengths: 30", 36", 42", 48", 54", 60" (*other lengths available upon request*)

- ▶ **Freestanding:** Allow for free air circulation, and easy assembly. Bolt levelers on the feet ensure level shelving.
Finishes: chrome, epoxy, stainless steel, and flat and louvered stainless steel
Number of Tiers: _____ Widths: 14", 21" Lengths: 36", 48", 60"

- **Lighting**

- ▶ 24" long LED
- ▶ 48" long fluorescent
- ▶ 48" long LED
- ▶ LED vapor proof
- ▶ High Bay LED Lights

Refrigeration Systems

(For multi-compartment units, provide plan view with compartment temperatures.)

- **Condensing Units**

- ▶ Indoors or Outdoors
- ▶ Horsepower or BTU rating at a specified condition
- ▶ Voltage & Phase
- ▶ Compressor Types
 - Scroll
 - Hermetic
 - Semi-hermetic

- **Evaporators**

- ▶ Preassembled remote
- ▶ EC motor standard
- ▶ SmartSpeed™ fan control standard

- Various controls and option packages available

Installation

- Installation Manuals shall be provided upon delivery of the Walk-In.
- Installation Manual will include instructions for the erection of the Walk-In, and any subsequent materials will be provided for optional Accessories, and Refrigeration Systems.

Work & Materials

- Materials shall be in full accordance with local and/or state ordinances, and with any other prevailing rules and regulations.
- Bally Refrigerated Boxes, Inc. is not responsible for furnishing items required by the regulations, unless specified or shown on the drawings or contained in the specifications.

Warranties

- Bally shall warrant that any part of the structure it supplies *(except the refrigeration system and its related accessories)* is free from defects in materials or workmanship under normal use and service.
- The insulated panel portion of the structure is warranted free from defects under normal use and service for a period of 10 years from date of installation *(but in no event shall the warranty be in force for more than 10 years and 6 months from the date the product was first shipped by Bally).*
- Panel surface condition is warranted free from defects under normal use and service for one year from installation, provided the panel is stored and installed according to Bally's instructions.
- Mechanical *(including hardware, gasketing, Speed-Lok assemblies, weather roofs)* and electrical components, except refrigeration systems *(which are covered by a separate warranty)* are warranted to be free from defects under normal use and service for one year from date of installation. *(In no case shall this portion of the warranty be in force for more than one year and six months from the date the product was first shipped by Bally.)*
- The warranty shall not include any labor charges for replacement or repair of defective parts or refrigeration. Full warranty information is to be provided with the Walk-In.



Instructions for Providers
Bid #22-014
Walk-In Freezer for Beck Recreation Center

These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.

1. Submission of Questions

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline on page three (3) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. **SEND QUESTIONS TO:**

Nancy Silver, Purchasing Officer
Post Office Box 421270, Georgetown, SC 29442-4200
Fax: (843) 545-3500
Email: nsilver@gtcounty.org

2. Sealed bids to provide **Walk-In Freezer for Beck Recreation Center** shall be received electronically through the County’s Vendor Registry webpage until the cut-off time shown in the bid timeline on page three (3) of this document. Bids will then be promptly opened at the designated time by the Buyer. Bids that are not received prior to the stated opening date and time will be considered **NON RESPONSIVE**. An official authorized to bind the offer must sign all bids submitted.
3. **Inclement Weather/Closure of County Courthouse**
Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but may be limited to the public. Bid openings at the time of this issuance are being conducted virtually or hybrid and may occur from an alternate secure and/or remote location as needed. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually.
4. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

5. **NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

6. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.

7. Definitions:

a) The terms “Proposer”, “Offeror”, “Vendor” or “Bidder” refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term “Contractor” refers to the successful Bidder.

b)The term “**Walk-In Freezer for Beck Recreation Center**” or “work” refers to the **complete set of services** as specified in this document, in every aspect.

c)The terms “Owner” and “County” refer to the County of Georgetown, South Carolina.

d)Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.

e)Where the words “should”, “may”, or “is desirable” are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

8. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror’s mistake is clearly an error that will cause him substantial loss.

a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.

b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County’s requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.

9. Faxed or E-mailed bids will not be accepted by Georgetown County. Electronic bid submissions must be submitted through the Georgetown County Purchasing Vendor Registry page to ensure they remain sealed until the scheduled bid opening date and time.

10. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.

11. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcountry.org/about/faqs.html>.
12. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
13. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
14. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
15. Publicity releases: contractor agrees not to refer to award of any resulting 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.
16. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
17. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.

18. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
19. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
20. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
21. Federally Funded Construction Contracts Over \$2,000:
- a) Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at: https://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=-relevance&wdType=dba&page=1&date_filter_index=0&inactive_filter_values=false.
 - b) Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - c) Copeland “Anti-Kickback” Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.

22. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (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 County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

23. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The contractor certifies that the vendor(s) will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

24. Certification of Non-Segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

25. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

26. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at www.georgetowncountysc.org, select "Bid Opportunities" from the Quick Links box. It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

27. This Invitation for Bid covers the estimated requirements to provide a Walk-In Freezer for Beck Recreation Center for the Georgetown County Parks & Recreation Department. The purpose is to

establish firm pricing and delivery. The right is reserved to extend the use of this contract to any County Department.

28. **TERMS OF AGREEMENT / RENEWAL**

The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year.

29. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

30. The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

- \$1,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence Limit
- \$50,000 Fire Damage Limit
- \$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

- \$1,000,000 Combined Single Limit
- \$1,000,000 Each Occurrence Limit
- \$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. Professional Liability (a/k/a Errors and Omissions)

n/a

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

31. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or

the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

<http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#empl>

32. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

33. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

34. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

35. Invoicing and Payment

The Contractor shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Georgetown
Accounts Payable, Finance Dept.
P.O. Box 421270
Georgetown, SC 29442-4200

An IRS W-9 form must be on file with the Purchasing Office before any payment will be issued.

36. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.

37. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

38. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

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 sixty (60) 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 contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

c. Non-Appropriation:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

39. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law.

40. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

41. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

42. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

43. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

44. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

45. Notice of Award

A *Notice of Intent to Award* will be mailed to all respondents.

46. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

47. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

48. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 60 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

49. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

50. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

51. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion

determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

52. Delivery After Receipt of Order (ARO)

Bid must show the number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval has been obtained from the County.

53. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building Department web page at the link below: <http://www.gtcounty.org/176/Building-Department>.

54. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

55. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Bid Opportunities" from the Quick Links box, then click on the "Expired" tab and double click the link under the individual bid listing.

56. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

57. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

58. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

59. Response Clarification

Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

60. Due to the CDBG funding related to this purchase, the County's Local Vendor Preference Option will not apply to this procurement.

61. Vendor Checklist

The items indicated below must be returned as a part of the Bid Submission package:

- Non-Collusion Affidavit
- Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Lower Tier Covered Transactions.
- Mandatory Bid Submittal Form
- Exceptions Page
- Addendum Acknowledgement (If Issued)

The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured and a signed IRS Form W-9. This must be on file with the Purchasing Department prior to any services being performed and must be on file within fifteen (15) days of written notification of award.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]



**NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER / BIDDER
(Mandatory Bid Submittal Form)**

NON-COLLUSION OATH)

COUNTY OF: _____)

STATE OF: _____)

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Offeror Herein, his agents, servants, and/or employees, to the best of his knowledge and belief have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, not have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 2022

Authorized Signature of Offeror

NOTARY PUBLIC FOR THE

STATE OF: _____

My Commission Expires: _____

Printed Name of Notary: _____

Signature of Notary: _____

(Note: Affix Notary Seal Below)

10/16

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants’ responsibilities.)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Grant Number: _____ **Name of Participant:** _____

Address of Participant: _____

Name and Title of Authorized Representative	Signature	Date
---	-----------	------

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the System for Award Management (SAM).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



MANDATORY BID SUBMITTAL FORM
Bid #22-014
Walk-In Freezer for Beck Recreation Center

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understand and accept all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

1. Name of Company submitting bid _____
2. **BASE BID:**
 - a) **Cost of Materials:** \$ _____
 - b) **Cost of Labor:** \$ _____
 - c) **Delivery/Freight (if not included above):** \$ _____
 - d) **TOTAL BASE BID (a + b + c) :** \$ _____
3. **ALTERNATE #1 (Addition) for Reinforced Floor in lieu of Normal Floor:**
\$ _____
4. The County is not tax exempt and pays 6% SC sales tax on all applicable purchases. If your company is registered to collect SC sales tax, please list the amount of sales tax to be collected for this purchase on the following line. For fair comparison of bids, please do not include tax in your numbers above. If your firm does not collect SC sales tax, please write "NO" in the space provided. \$ _____
5. Bid cost must remain valid ninety (60) days from bid opening date.
6. Lead Time (# of days from issuance of PO to Completion): _____
7. Contact Address: _____

8. Contact Person: _____
9. Telephone Number: _____ Fax Number: _____
10. E-Mail address: _____

11. Remittance Address: _____

12. Accounting Contact: _____

13. Telephone Number: _____ Fax Number: _____

14. E-Mail address: _____

15. List a minimum of three (3) Customer References in the fields below, preferably Government/Commercial. Note: Georgetown County cannot be counted as a reference.

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary Fax:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary Fax:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary Fax:	
E-Mail Address:	
Brief Explanation of Relationship:	

16. Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

17. If the bid is accepted, any resulting Contract, Insurance, W-9 Form, and Bonds must be executed within fifteen (15) days after receipt of written notice of formal award of Contract.

18. Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

Yes No

19. Acceptance of Invitation for Bid Content: The contents of the successful IFB/IFB are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

20. RENEWAL OF CONTRACT

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by Georgetown County and appropriation of the necessary money to fund said contract for each succeeding year.

21. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

Yes **No**

22. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor’s submittal to be declared null and void.
23. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 22-014 were received.

24. MINORITY PARTICIPATION[INFORMATION ONLY]

(a) Is the bidder a South Carolina Certified Minority Business?

Yes **No**

(b) Is the bidder a Minority Business certified by another governmental entity?

Yes **No**

If so, please list the certifying governmental entity: _____

(c) Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

Yes **No**

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____%

(d) Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

Yes **No**

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?
_____%

(e) If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)

- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.) _____

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

25. **ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008):** (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

26.

INFORMATION ONLY:

Our company accepts VISA government procurement cards.
If yes, list any upcharge for P-Card Payment? _

Our company does not accept VISA government procurement cards.

27. Printed Name of person binding bid _____

28. Signature (X)_____

29. Date: _____



Bid #22-014 , Walk-In Freezer for Beck Recreation Center

EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".