



**Clarendon County  
Procurement Services  
3 South Church Street  
Manning, South Carolina 29102**

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**INVITATION TO BID: 2024-005**

**LABOR AND MATERIALS TO REMOVE AND REPLACE SIX (6) HVAC UNITS LOCATED  
IN MANNING, SC 29102**

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## CLARENDON COUNTY INVITATION TO BID

### ITB: 2024 -005 LABOR AND MATERIALS TO REMOVE AND REPLACE SIX (6) HVAC UNITS LOCATED IN MANNING, SC 29102

The scope of work will include but is not limited to all construction services related to removing and replacing six (6) HVAC units complete. The successful contractor shall be responsible for permits, fees, personnel, supervision, labor, time, materials required to perform a **TURNKEY JOB**, in accordance with all terms, conditions and specifications contained herein.

Requested HVAC equipment shall be provided as specified (**BABA**) - as required for a complete and proper system. Bidder shall provide proposed system make/model and specifications with submittal and verify final requirements with the County.

**Due to the security and locations of the sites – any/all Site visits shall be scheduled with Thom Barrineau prior to **Tuesday, Sept 10<sup>th</sup>, 2024 at 5:00pm** at: [tbarrineau@clarendoncountygov.org](mailto:tbarrineau@clarendoncountygov.org)**

**OWNER'S RIGHTS:** No offer will be considered from any business owing taxes to Clarendon County. Clarendon County is an equal opportunity employer. Clarendon County reserves the right to accept or reject any, all or any part of responses received as a result of this request, to make multiple awards, to negotiate the option to add or delete requirements for the project, waive any informalities or to cancel in part or in its entirety this request, if it is in its best interest to do so. Clarendon County will be sole judge as to whether proposals meet all requirements. All offers submitted shall become the property of Clarendon County. This solicitation does not commit Clarendon County to award a contract, to pay any cost incurred in the preparation of solicitations or to procure/contract for goods or services.

**ITB PACKAGE & INSTRUCTIONS: Are available on the County's website at:**

**<https://clarendoncountyprocurement.sc.gov/solicitations>**

**or at [www.bidnetdirect.com//clarendoncounty](http://www.bidnetdirect.com//clarendoncounty)**


**\*\*\*\*\*SIGNIFICANT DATES\*\*\*\*\***

**SITE VISIT REQUESTS SHALL be scheduled prior to **Tuesday, Sept. 10th, 2024, at 5:00pm****

**DEADLINE FOR QUESTIONS (in writing): 4:00 P.M., Monday, September 9, 2024**

**DEADLINE TO SUBMIT OFFER: **Must** be received NLT Thursday Sept 19, 2024, at 2:00pm EST**

**SUBMIT TO: Jeffrey A Hyde**  
Clarendon County Procurement Director  
3 South Church Street  
Manning, SC 29102  
[project@clarendoncountygov.org](mailto:project@clarendoncountygov.org)

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|---|--|--|---|
|  | <b>Clarendon County</b><br><b>Procurement</b><br>INVITATION TO BID<br><br>BID SUBMITTAL FORM | Solicitation Number &<br>Project Name: | <b>2024-005</b><br><b>PROVIDE LABOR AND</b><br><b>MATERIALS TO REMOVE</b><br><b>AND REPLACE SIX (6) HVAC</b><br><b>UNITS LOCATED IN</b><br><b>MANNING, SC 29102</b> |
|---|--|--|---|

**DESCRIPTION ITB: 2024 -005 PROVIDE LABOR AND MATERIALS TO REMOVE AND REPLACE SIX (6) HVAC UNITS LOCATED IN MANNING, SC 29102**

\*\*\*\*\***SIGNIFICANT DATES**\*\*\*\*\*

**ON-SITE MEETINGS: Due to the security and locations of the sites – any/all site visits shall be scheduled with Thom Barrineau prior to Tuesday, Sept 10<sup>th</sup>, 2024, at 5:00pm at: [tbarrineau@clarendoncountygov.org](mailto:tbarrineau@clarendoncountygov.org)**

**SUBMIT OFFER: NO LATER THAN 2:00 P.M., Thursday September 19, 2024.**

**SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:** *The Term "Offer" Means Your "Bid" or "Proposal".*

|  |
|--|
| <b>MAILING ADDRESS &amp; PHYSICAL LOCATION:</b><br><br><b>CLARENDON COUNTY PROCUREMENT DEPARTMENT</b><br><b>3 SOUTH CHURCH STREET (Clarendon County Voter Registrations and Election Bldg)</b><br><b>MANNING, SC 29102</b> |
|--|

You must submit a signed copy of this form with Your Proposal. My signature indicates my agreement to be bound to the terms and conditions contained herein.

|   |   |
|---|---|
| <b>NAME OF OFFEROR</b> (Full legal name of business submitting the offer)   | <b>OFFEROR'S TYPE OF ENTITY:</b> (Check one)<br><input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> State of<br>Incorporation <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other<br><input type="checkbox"/> CERTIFICATE OF INSURANCE ENCLOSED<br><input type="checkbox"/> DBE/MBE <input type="checkbox"/> SC RESIDENT VENDOR <input type="checkbox"/> SC CONTRACTOR |
| <b>AUTHORIZED SIGNATURE</b><br><br>(My signature indicates that I am authorized to submit a binding offer to enter contract on behalf of Offeror named above) | _____<br><b>TAXPAYER ID</b> <b>DUNS</b> <b>GC LICENSE#</b>  |
| <b>TITLE</b> (Business title of person signing above)   | <b>ACKNOWLEDGEMENT OF ADDENDUMS:</b><br><b>ADDENDUM #1</b> ___ <b>ADDENDUM #2</b> ___ <b>ADDENDUM #3</b> ___  |
| <b>PRINTED NAME</b> (Printed name of person signing above)  | <b>DATE</b>   |

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

|                          |                   |                 |
|--------------------------|-------------------|-----------------|
| <b>OFFEROR'S ADDRESS</b> | <b>CITY/STATE</b> | <b>ZIP CODE</b> |
| <b>PHONE</b>             | <b>FAX</b>        | <b>E-MAIL</b>   |

I hereby certify that my below price includes cost for permits, fees, personnel, labor, materials and equipment required to **PROVIDE LABOR AND MATERIALS TO REMOVE AND REPLACE SIX (6) HVAC UNITS LOCATED IN MANNING, SC 29102.** This solicitation, along with an assigned **PO# will act as contract for this purchase.** My signature indicates that I have the authority to enter into an agreement with Clarendon County and will be responsible for the fulfillment of this solicitation. My signature verifies that I am fully familiarized with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that my offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign. *By submission of a signed agreement, I certify, under penalties of perjury, that my firm complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.*

|   |                      |
|---|----------------------|
| <b>ACCEPTED BY:</b> _____ <b>PO#</b> _____<br>Jeffrey A. Hyde, CPPB, NIGP-CPP<br>PROCUREMENT DIRECTOR, CLARENDON COUNTY | _____<br><b>DATE</b> |
|---|----------------------|

Please address all questions in writing to [project@clarendoncountygov.org](mailto:project@clarendoncountygov.org)

## **Clarendon County HVAC Replacements**

**Note: this project is funded by an Energy Efficiency and Conservation Block Grant Davis-Bacon Act (DBA) and Build America, Buy America (BABA) are applicable.**

### **Locations:**

#### **County Detention Center**

**320 East Boyce Street – Manning, SC**

#### **Units to be replaced:**

**RHEEM 2.0 Ton unit – 10 SEER/ R-22 – Installed 2003**

**YORK 7.5 Ton unit – 10 SEER/ R-22 – Installed 2003**

#### **DHEC Health Dept.**

**119 East Boyce Street – Manning, SC**

#### **Units to be replaced:**

**YORK 2.0 Ton unit – 10 SEER/ R-22 – Installed 1999**

**YORK 3.0 Ton unit – 10 SEER/ R-22 – Installed 1999**

**YORK 5.0 Ton unit – 10 SEER/ R-22 – Installed 1999**

#### **Weldon DDSN Building**

**7 Maple Street – Manning, SC**

#### **Unit to be replaced:**

**TRANE 5.0 Ton unit – 10 SEER/ R-22/ 3-Phase – Installed 2003**

- All HVAC units must be the same tonnage as indicated above and SHALL have a SEER rating greater than 14.3.
- All equipment shall be the current or most recent production year.
- New roof curb adapters to be installed for a proper fit.
- Any duct work and connections for a proper installation shall be included.
- New electrical disconnects to be installed (as necessary).
- New thermostats shall be installed.
- Installation – Crane services shall be the responsibility of the contractor.

## SECTION I: GENERAL INFORMATION

The intent of this solicitation is to receive BIDS from qualified contractors to **PROVIDE LABOR AND MATERIALS TO REMOVE AND REPLACE SIX (6) HVAC UNITS LOCATED IN MANNING, SC 29102**

The scope of work will include but is not limited to all labor and materials to remove and replace the existing HVAC units. Successful contractor will be responsible for permits, fees, personnel, supervision, labor, time, materials required to perform a **TURNKEY JOB**, in accordance with all terms, conditions and specifications contained herein. Requested HVAC equipment shall be provided as specified for a complete and proper systems, must provide proposed systems make/model and specifications with submittal and verify final requirements with owner.

This document will serve as the contract, by signing page 3 of this document, offeror's signature verifies familiarity with information contained within this entire solicitation and applicable amendments, and verifies to the County, offeror to be true and correct. Offeror certifies that offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. Offeror agrees to abide by all conditions of this solicitation and certifies that he/she is authorized to sign. Offeror affirms that ***By submission of a signed agreement, he/she certifies, under penalties of perjury, that said firm complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.***

**BONDS REQUIREMENTS:** No bid bond is due with your bid submission.

**Payment and Performance Bonds** – are not required at this time.

**A Certificate of Insurance:** required to be provided prior to the Notice to Proceed being issued by the Procurement Office.

### **PAYMENT TERMS & INVOICING:**

Payments to the successful contractor will be based on actual services received. The firm shall submit invoices that include a detailed breakdown of all charges based on Unit Cost Schedule. Invoice shall be based upon completion of all tasks or deliverables and shall include progress reports. Please do not submit invoices to Procurement.

Submit invoice to: **CLARENDON COUNTY FINANCE  
411 SUNSET DRIVE  
MANNING, SC 29102**

Clarendon County payment terms are Net 30, invoices will be paid promptly 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.

### **TAXES, PLEASE INCLUDE ALL APPLICABLE TAXES IN YOUR LUMP-SUM PRICING.**

Clarendon County pays SC Sales Taxes in the amount of 8%. However, the County is exempt from Federal Excise Taxes and will issue exemption certificates, if applicable.

## SECTION II: GENERAL TERMS AND CONDITIONS

**ADDENDUMS:** All Addendums to and interpretations of this solicitation shall be in writing from the Procurement Director, Clarendon County. Any errors or omissions requiring correction shall be brought to the Procurement Director's attention immediately. The Procurement Director shall not be legally bound by any Addendum or interpretation that is not in writing.

**CERTIFICATE OF INSURANCE:** Successful offeror(s) shall name the County as additional insured on the contractor's insurance policies. Contractor will be required to provide a '**Certificate of Insurance**' for any CONTRACTOR visiting on-site in Clarendon County and those that are so located, and those that provide on-site equipment maintenance, evaluation, or other services for the protection of Clarendon County, contractor shall maintain throughout the performance of its obligations under this Agreement a policy or policies of Workers' Compensation Insurance with such limits as may be required by law, and a policy or policies of general liability insurance with limits sufficient to cover any loss or potential loss resulting from this contract insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents and a policy or policies of Automobile Liability Insurance with such limits as may be required by law insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents while operating their vehicle(s) on Clarendon County property.

**COMPETITION:** This solicitation is intended to promote competition. If the 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 offeror to notify the Procurement Director in writing. The solicitation may or may not be changed but a review of such notification will be made prior to award.

**CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed in writing to the Clarendon County Procurement Director, 3 South Church Street, Manning, SC 29102.

**CORRECTION OF ERRORS ON RESPONSE FORM(S):** 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 proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for reviewing.

**DEFAULT:** In case of default by the contractor, Clarendon County reserves the right to purchase any or all services in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible proposal submitter/bidder until the assessed charge has been satisfied. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations. **Termination--Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, Clarendon County shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to Clarendon County for damages sustained by virtue of any breach by Contractor.

**Termination--Funding.** Should funding for this contract be discontinued, Clarendon County shall have the right to terminate the contract immediately upon written notice to Contractor.

**Termination--Notice.** Clarendon County may terminate this contract at any time upon written notice to Contractor.

**Warranty and Responsibilities.** Any failure of Contractor to provide goods or services or otherwise perform pursuant to this contract, including, without limitation, interruption or delay, that is due to failure of any services, individually or in combination, to successfully transition and/or to provide correct results as set forth in this document, shall not be *force majeure*, and shall be a breach of this contract. This applies to any failure of Contractor to perform and/or subcontractors that are due to perform any services, individually or in combination.

**DISPUTES:** The basic and governing language of any contract resulting from this solicitation shall be comprised of this solicitation, including any attachments and/or addendums. The laws of South Carolina shall govern any agreement arising as a result of this solicitation and shall be litigated only in a nonjury hearing in the Circuit Court within the Third Judicial Circuit of Clarendon County, South Carolina. Upon approval of the Circuit Court, any such action shall be referred to the Master-in-Equity for Clarendon County. The prevailing party shall be entitled to recover attorney's fees and the costs of said litigation.

**DRUG FREE WORKPLACE CERTIFICATION:** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**EQUAL OPPORTUNITY:** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.S(a), and 60-741.S(a), which are hereby incorporated by reference.

**ETHICS ACT:** By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - Section 8-13-790, (b) Recovery of kickbacks - Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential information - Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids - Section 8-13-1150.

**FALSE CLAIMS:** According to the S.C. Code of Laws§ 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

**GRANT REQUIREMENTS:** This solicitation shall be in accordance with all applicable federal and state law and standards including but not limited to the Uniform Administrative Requirements, Cost Principles, and Audit requirements for the Federal Awards at 2 C.F.R. Part 200, as amended by 2 C.F.R. Part 910.

Davis-Bacon Act (“DBA”). Subrecipient acknowledges that the DBA requires all laborers and mechanics employed by the Subrecipient in the performance of construction, alteration, or repair work in excess of \$2,000 on the Project shall be paid wages at rates not less than those prevailing on similar projects in the locality. By executing the Award Agreement, the Subrecipient acknowledges and agrees to comply with all DBA requirements, including but not limited to receiving, reviewing, and submitting to the SCEO certified weekly payrolls submitted by all subcontractors for accuracy and to identify potential compliance issues. Subrecipient agrees to submit the DBA weekly reports using Attachment E.3 (“WH-347”) In compliance with DBA, Subrecipient agrees to display the “Employee Rights under the Davis-Bacon Act” poster.

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

**INDEMNIFICATION:** Any term or condition is void to the extent it requires the County to indemnify anyone.

**LIQUIDATED DAMAGES:** Liquidated damages of \$200.00 per calendar day will be assessed for each calendar day that Project is not complete after the Contracted date.

**NON-APPROPRIATIONS:** Any contract entered into by Clarendon County or its departments, institutions, agencies, political subdivisions or other entities resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

**OWNER'S RIGHTS:** Proposals shall convey all of the information requested in order to be considered responsive Clarendon County reserves the right to accept or reject any, all, or any part of offers received as a result of this request, to negotiate with all qualified Offerors, or to cancel in part in its entirety this solicitation if it is in the best interest of the County to do so. Clarendon County and Clarendon County alone will be the judge as to whether that variance is significant enough to consider the submittal non-responsive and therefore not considered for award. Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the solicitation documents, including any attachments and Addendums, and page 3 signed. In the event of a conflict between the two documents, the solicitation shall govern. The County reserves the right to make award(s) to multiple vendors, if it is in the best interest of the County.

**PROHIBITION OF GRATUITIES** Section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states in part as follows: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgement as a public official or public employee, or such public official solicits or accepts such compensation to influence his action, vote or judgement shall be subject to the punishment as provided by Sections 16-9-210 and 16-9-220". Gratuities in any form are strictly prohibited.



**PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT:** The County of Clarendon requires all contractual activities to be in compliance with local, state, and federal mandates concerning "Protection of Human Health and Environment". Any contractor doing business with the County will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "The Hazard Communication Standard" OSHA CFR 1910.1200. By submission of this proposal, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

**PROTEST PROCEDURE:** Any prospective Offeror or contractor, who is aggrieved in connection with the solicitation shall protest in writing to the Procurement Director within ten (10) calendar days of the date of the notification of intent to award or statement of award is published. A protest shall be in writing and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.

**PUBLICITY:** Contractor shall not publish any comments or quotes by Clarendon County employees or include the County in either news releases or a published list of customers, without the prior written approval of the Procurement Director.

**REJECTION/CANCELLATION:** Clarendon reserves the right to accept or reject any, all or any part of the statements received as a result of this request, or to cancel in part or in its entirety this request if it is in the best interest of the County to do so. Clarendon County will be sole judge as to whether statements submitted meet all requirements contained in this solicitation. Clarendon County will not be responsible for any cost incurred in the preparation of qualification statements. All statements shall become the property of Clarendon County upon submission.

**RESPONSIVENESS/ IMPROPER OFFERS:** (a) Propose as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. (b) If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly Differentiate between each offer and you submit a separate cost proposal for each offer, if applicable (c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Director. (d) Price Reasonableness: Any offer may be rejected if the Procurement Director determines in writing that it is unreasonable as to price. (e) Unbalanced Bidding. Clarendon County may reject an Offer as nonresponsive if the prices are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the County even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount. Each item must be bid separately, and no attempt is to be made to tie any item or items to any other item or items.

**RESTRICTIONS APPLICABLE TO OFFERORS** Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the SC state Ethics Act. (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.* All communications must be solely with the Procurement Director or designee. This restriction may be lifted by express written permission from the Procurement Director. (b) Unless otherwise approved in writing by the Procurement Director *you agree not to give anything to any Using Governmental Unit. Compliance with Laws.* Contractor agrees to comply with any applicable federal, state and local laws and regulations. **Termination--Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, Clarendon County shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to Clarendon County for damages sustained by virtue of any breach by Contractor. Clarendon County may terminate this contract at any time upon written notice to Contractor.

**CODE AND STANDARDS REQUIREMENT:** All materials and work shall comply with the Requirements of the following codes and regulations (latest editions):

- ▶ 2015 International Building Code
- ▶ All Clarendon County Codes and Regulations

The Contractor shall be solely responsible for the continuity of service and shall maintain a safe and satisfactory operating condition for the duration of this project. The Contractor shall exercise every precaution to avoid damage to property and shall take all necessary precautions to prevent damage and/or take necessary action in the event of damage during project work. It shall be the Contractor's responsibility to keep the site neat and clean during the duration of the contract. At no time shall the Contractor allow any piece, part, pile, pool, or other collection of material be left in such allocation that would pose a hazard to persons in the work area.

The contractor shall actively exclude unauthorized persons from the work area. Contractor (and all approved sub- contractors) shall be appropriately licensed for the work proposed. The successful contractor shall also be Responsible for obtaining any and all permits required. The contractor shall maintain all necessary insurance for any damages to material or persons, including employees.

All employees of the contractor shall be, at all times, the sole employees of the contractor under its sole direction and not an employee or agent of Clarendon County. Clarendon County reserves the right to approve all sub-contractors and equipment. The contractor shall supply competent and capable employees who shall have and wear proper identification. Whenever possible, the contractor shall use local sub-contractors to supplement the work force. The County reserves the right to require the contractor to remove an employee the County deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. The successful contractor (and all sub-contractors) shall be appropriately licensed for the work proposed. The successful contractor shall also be responsible for obtaining any and all permits required.

**RESTORATION OF PROPERTIES:** The Contractor shall be responsible for assuring that all necessary precautions are taken for the protection of the public and all workers. All work shall be done in a safe manner and comply with all governing regulations concerning safety. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. All work being performed for and/or on Clarendon County property shall fully conform to all local, state, and Federal safety regulations, including OSHA.

**WORKING HOURS:** Successful contractor(s) activity associated with this contract shall be performed during normal business hours, 8:30- 5:00, Mon-Fri. However, Clarendon County, may approve extended work hours if it is deemed necessary for the timely completion of work for this contract. If storage is needed, the Contractor shall obtain the permission from Clarendon County regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule and in a manner satisfactory to the material manufacturer(s). Contractor shall be held responsible for any and all accidents caused by negligence from this source. The County does not accept responsibility for losses of material or equipment regardless of approval to store in any of the County's facilities or grounds.

**WARRANTY** – Minimum one (1) year for labor and a minimum five (5) year equipment warranty.

**WARRANTY AND SERVICE:** Contractor must provide names and phone numbers of persons to contact in case of warranty or service problems, please submit with BID.

The County assumes no responsibility for oral instructions or suggestions. Any changes found necessary by the County or the Contractor not covered in this solicitation under the scope of work, specification shall be jointly agreed upon by the Contractor and the County. Any additional cost on the project must be submitted in writing by the Contractor for consideration. A written Change Order or Amendment to the Purchase Order will be issued by Procurement Director, before the work can proceed. All official correspondence in regard to the specifications should be directed in writing to Clarendon County Procurement (via e-mail) to [project@clarendoncountygov.org](mailto:project@clarendoncountygov.org).

**ITB # 2024 -005: PROVIDE LABOR AND MATERIALS TO REMOVE AND REPLACE SIX (6) HVAC UNITS LOCATED IN MANNING, SC 29102**

**BID RESPONSE SHEET**

|  | <b>DESCRIPTION</b>                                | <b>UNIT</b> | <b>QUANTITY</b> | <b>TOTAL PRICE</b> |
|--|---|-------------|-----------------|--------------------|
| 1  | DETENTION CENTER – 2.0 TON UNIT<br>Brand<br>Model | JOB         | 1               |                    |
| 2  | DHEC FACILITY – 2.0 TON UNIT<br>Brand<br>Model    | JOB         | 1               |                    |
| DETENTION CENTER TOTAL BID                   |   | \$ _____    |                 |                    |
| 3  | DHEC FACILITY – 2.0 TON UNIT<br>Brand<br>Model    | JOB         | 1               |                    |
| 4  | DHEC FACILITY – 2.0 TON UNIT<br>Brand<br>Model    | JOB         | 1               |                    |
| 5  | DHEC FACILITY – 5.0 TON UNIT<br>Brand<br>Model    | JOB         | 1               |                    |
| DHEC FACILITY TOTAL BID                      |   | \$ _____    |                 |                    |
| 6  | WELDON FACILITY – 5.0 TON UNIT<br>Brand<br>Model  | JOB         | 1               |                    |
| WELDON FACILITY TOTAL BID                    |   | \$ _____    |                 |                    |
| TOTAL BID AMOUNT FOR LINE ITEMS 1-6 \$ _____ |   |             |                 |                    |

**VENDOR NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_