PROCUREMENT DEPARTMENT



Teria G. Sheffield Procurement Director

SOLICITATION TYPE: Invitation for Bids **DATE:** 8/24/2023

ID Number: 2881 Title: HVAC Replacement at Historic Brattonsville's Hightower Hall

DUE DATE/TIME: September 14, 2023, 10:00 a.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

Government Center Building Room 3401 6 S. Congress St., York, SC 29745

Voluntary Pre-Solicitation Meeting:

Date: September 6, 2023, 10:00 a.m.

Location: Historic Brattonsville Hightower Hall

1036 Brattonsville Road McConnells, SC 29726

Point of Contact: Teria Sheffield, Procurement Director

Questions Deadline:, September 8, 2023,4:00 p.m.

Tentative Date of Award: October 2, 2023

INVITATION FOR BIDS

HVAC REPLACEMENT AT HISTORIC BRATTONSVILLE'S HIGHTOWER HALL

1.0 INTENT

- **1.1** The purpose of this request is to solicit for sealed bids for the replacement and installation of six mini split HVAC units at the Historic Brattonsville's Hightower Hall, located at 1036 Brattonsville Road McConnells SC 29726, on behalf of York County's Culture and Heritage Museums. This invitation is extended to qualified bidders who can provide the equipment and services in accordance to the features/specifications as described in this request. All bidders are required to propose only first quality products that are guaranteed and warranted by the manufacturer.
- **1.2** It is the intent of this request to give equal consideration to all proposing bidders. Price, service, warranty and product reliability will be factors in making a purchasing decision. Given this, it shall be the responsibility of all proposing bidders to propose products of similar or like qualities as those described in this request. All parts, items, details of services or features not specifically mentioned which are regularly provided by the practice in order to complete this type of work/service shall be provided in response to this Request.

2.0 BACKGROUND

- **2.1** Hightower Hall is a historically significant building and is listed on the National Register of Historic Places. This 16 room facility has an estimated total square footage of 6,652.25 square feet and serves as a commercial multipurpose venue throughout the year. As such, care shall be taken to protect the building and property from damage during the work of the project. All work shall be undertaken to protect, retain, and preserve existing materials and character-defining features.
- **2.2** The York County Culture and Heritage Museums maintains the property and functionality of Historic Brattonsville's Hightower Hall to include the mechanical and HV/AC systems. The existing HV/AC equipment is scheduled for replacement of the following: Four (4) single zone ducted mini splits and Two (2) 4 zone ductless mini splits. The existing HV/AC equipment consists of Five (5) Sanyo Heat Pumps: model number CHX05252 52,000 BTU VFR outdoor units, and One (1) Mitsubishi Heat Pump: model number MXZ-8B48NA, 48,000 BTU outdoor units. All six (6) replacement units will be rated at 48,000 BTU.
- **2.3** Due to the historical significance of this facility, it is the County's intent to replace existing units with new units that will accommodate existing ducting and utility lines; any modifications to the facility will require review and approval by the owner prior to commencement of work.

3.0 SCOPE OF WORK

- **3.1** Bid proposal shall include the replacement of two ductless multi zone system heat pumps with four wall mounts, and four ducted mini split system heat pumps, using existing duct work.
- **3.2** <u>Electrical requirement:</u> Hightower Hall is a three phase electric power facility. All proposed equipment must meet this requirement.
- **3.3** <u>Mechanical Scope:</u> All new HVAC units must be equal to or better than currently installed units (refer to section 2.2 for current unit descriptions) and shall accommodate the facility's

existing ducting and utility lines. Specifications and brand names must be included in bid response in order to be considered responsive to this request.

- **3.4 Equipment Quantities:** All new units shall be rated 48,000 BTU. Refer to below for specified quantities of HVAC mini split units:
 - (4) Single Zone Ducted Mini Splits 48,000 BTU
 - (2) Four Zone Ductless Mini Splits 48,000 BTU

3.5 Requirements for Installation:

- 1. All air handlers will require new drain pans, drain switches and auxiliary heat. All units will be reconnected to the existing electrical system and duct work. Filter bases must be installed on all air handlers. Low ambient kits are required on all condensers.
- 2. The successful bidder will be responsible for removal and replacement of ceiling grid and/or tile.
- 3. All floors, equipment, furniture, etc. will need to be covered with drop cloths.
- 4. Work to be performed during normal business hours, unless approved by the County's Project Manager.
- 5. All work and work areas shall be coordinated with the County's Project Manager, to avoid interruption of daily activities.
- 6. All areas shall be kept clean of debris, materials, equipment, tools, etc. The County will provide a designated staging area for equipment for the duration of this project.
- 7. All areas must be cleaned at the end of each day or when work in a particular area has been completed.
- 8. York County is not responsible for any tools, equipment, materials, vehicles, trailers, etc., left onsite during this project.
- 9. All work must be completed within two weeks (10 business days) from commencement of work.
- 10. The successfully bidder shall have crews, materials, equipment, etc., onsite each business day, unless previously agreed upon by the Project Manager.
- 11. Permit and inspections are required.

3.6 Warranty Requirements:

- 1 year contractor warranty
- 5 year parts warranty
- 10 year manufacturer warranty

3.7 Disposal of Existing Equipment:

Contractor shall be responsible for the removal and disposal of all existing HVAC units and associated equipment.

4.0 BID SECURITY

4.1 Each Bid must be accompanied by a cashier's check or Bid Bond made payable to York County in an amount not less than five percent (5%) of the total amount of the Bid if the total amount of the bid exceeds \$30,000. Generally, the bid security of all Bidders, including the three (3) lowest responsible Bidders, will be returned within ten (10) days after York County and the accepted Bidder have executed the written Contract and the accepted Bidder has filed acceptable Performance and Indemnity and Payment Bonds. Upon request and no earlier than thirty (30) days after the formal opening of bids, the County will return the bid security of any Bidder. Attorneys-in-Fact who sign Bid Bonds shall file with such bonds a certified copy of their Power of Attorney to sign said Bonds. Failure of the accepted Contractor to execute a Contract and file acceptable bonds within ten (10) days after a written Notice of Award or Purchase Order has been given shall be just cause for the annulment of the award and the forfeiture of the bid security to York County as liquidated damages for damages sustained by York County. Award may then be made to the next lowest responsible Bidder or all Bids may be rejected.

5.0 PERFORMANCE AND PAYMENT BONDS

- **5.1** If the total bid exceeds \$50,000.00, Simultaneously with the delivery of the executed Contract to York County, a Bidder to whom a Contract has been awarded must deliver to York County executed Performance and Indemnity and Payment Bonds if the total bid on the prescribed forms each in an amount equal to one hundred percent (100%) of the total amount of the Contract Amount, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. The Performance and Indemnity and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of South Carolina and with a resident agent in the county in which the project is located. The Attorney-in-Fact or other officer who signs the Performance and Indemnity and Payment Bonds for a surety company must file with such bonds a certified copy of his Power-of-Attorney authorizing him to do so.
- **5.2** The Performance and Indemnity and Payment Bonds shall remain in force for one (1) year from the date of final payment of the Work as a protection to York County against losses resulting from latent defects in materials or improper performance of work under the Contract, which may appear or be discovered during that period.

6.0 SUBMITTAL REQUIREMENTS

6.1 Electronic submittals shall be uploaded in PDF format via the <u>Getall</u> online portal which can be accessed via https://www.yorkcountygov.com/217/Procurement under the Active Bids link. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If confirmation email is not received, contact GetAll support at support@getall.com to confirm submittal was successful. Proposals received after specified time and date will be considered as non responsive and will be rejected accordingly. Faxed information is not acceptable.

- **6.2** The Bidder shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.
- **6.3** For step by step instructions on how to submit a response, select Help and then Quick Reference in the **Getall** portal.
- **6.4** Proposals must include all requested information. Failure to respond to any requested item may cause a Proposal to be deemed non responsive.

6.5 Information

York County reserves the right to reject any or all responses, waive any technicalities and select the Bidder who is determined to best meet the needs of the County for this Request. To assure clarity, all Bidders may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via email and ask pertinent questions regarding the requirements/specifications of this Request. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Bids will be given consideration unless otherwise specified on cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website https://www.yorkcountygov.com. Each Bidder must acknowledge receipt of such addenda in the space provided in the Bid document. In case any Bidder fails to acknowledge receipt of such addenda or addendum, the Bid will nevertheless be construed as though it had been received and acknowledged and the submission of the Bid will constitute acknowledgement of the receipt of same. It is the responsibility of each Bidder to verify that he has received all addenda issued before Bids are opened. Questions received less than five (5) days prior to the date for opening of Bids may not be answered unless otherwise specified on cover page. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.6 Inquiries

General questions about this solicitation should be submitted through the <u>Getall</u> portal, by selecting the questions icon in the corresponding Q&A column.

7.0 BID EVALUATION, AWARD, AND CONTRACT

7.1 General

Bid will be awarded to the most responsible Bidder who meets the requirements and evaluation criteria set forth in the Invitation for Bids and are either the lowest Bid price or lowest evaluated Bid price.

7.2 Determination of Lowest Bidder

Bids must be evaluated to determine which Bidder offers the lowest cost in accordance with the criteria set forth in the Invitation for Bids.

7.3 Modification of Bids

York County does not allow modification of Bids after submittal.

7.4 Award

The County must award this Bid to the lowest responsible and responsive Bidder who best meets the terms and conditions of the Bid. The award will be made on basis of price, product evaluation, and prior history of service and capability. York County reserves the right to reject any or all Bids and to make an award to the most advantageous vendor. Upon determination of the lowest Bidder, review of Bid for responsiveness, and satisfaction that the vendor is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that vendor.

7.5 Terms of Contract

The contract term shall be effective from the issuance of a Purchase Order and must remain valid for the duration of term mentioned above.

7.6 Termination of Contract

- a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.
- b. <u>Convenience</u>: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice, then York County must negotiate reasonable termination costs, if applicable.
- c. <u>Cause:</u> Termination by York County for cause, default or negligence on the part of the Vendor must be excluded from the foregoing provisions; termination costs, if any must not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.
- d. <u>Default:</u> In case of default of Vendor, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Vendor with any excessive costs.

7.7 Non-Appropriation Clause

Notwithstanding any other provision of this request/agreement, all obligations of the County under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

7.8 Protest

Any prospective bidder, offeror, contractor or subcontractor aggrieved in connection with the solicitation of a contract shall protest to the Procurement Director within seven days, but not thereafter, of the date of issuance of the invitation for bids, request for proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, contractor or subcontractor aggrieved in connection with the intended award or award of a contract shall protest to the appropriate Procurement Officer within seven days, but not thereafter, of the date notification of award is posted. A protest shall be in writing, submitted to the Procurement Director, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received within the time provided.

8.0 TERMS AND CONDITIONS

8.1 Acceptance and Deviations

Each Bidder must meet all of the specifications and bid terms and conditions. By virtue of the bid submission, the Bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the BID. Non-substantial deviations may be considered provided that the Bidder submits a full description and explanation of and justification for the proposed deviations in the Exceptions form provided in Section 11.0. Whether any proposed deviation is non-substantial will be determined by York County in its sole discretion.

8.2 General Requirements

All Bidders including the employees of the Bidder must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted proposal responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Bidder to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

8.3 Title VI of the Civil Rights Act of 1964

Bidders shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE) on this project.

8.4 Conflict of Interest

The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.

8.5 Indemnification and Hold Harmless

The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees. The County shall not be precluded from receiving the benefits of any insurance the

firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

8.6 Drug-Free Workplace

During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

8.7 Applicability/Jurisdiction of South Carolina Law and Courts

Upon award of a contract under this request the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the firm agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

8.8 Certificate of Insurance

Once selected, the successful firm will be required to provide proof of insurance to include professional liability; workers compensation, employer's liability and general liability prior to commencing work.

8.9 Assignment

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

8.10 Ownership of Material

All proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this solicitation and including correspondences relating to this solicitation shall, belong exclusively to York County.

8.11 Prime Responsibilities

The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

8.12 Subcontracting

If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

8.13 Records Retention and Right to Audit

The County shall have the right to audit books and records of the successful firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the successful firm shall be made available for auditing purposes at no cost to the County.

8.14 Public Access to Procurement Information

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION which is deemed privileged and confidential by the Bidder, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Bidder supplying the information. All Bidders, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their proposal which such Bidders consider to contain proprietary or other privileged information. Additionally, all Bidders shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal which Bidders deem to be so exempt and shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Bidder as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Bidder's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Bidder must identify specific parts of the proposal package as confidential. Failure to do so or to mark the entire proposal package as confidential may result in disclosure of that information.

8.15 Non-Collusion Bidding Certification and Disqualification

By submission of a bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other Bidder or to any competitor.

No attempt has been or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition

One Bid: Only one Bid from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that a Bidder submitted more than one Bid for the work involved, all Bids submitted by that Bidder will be rejected.

8.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Bidder certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/bid.

8.17 Certification Regarding Immigration Reform and Control

The Bidder certifies, by submission of this document or acceptance of a contract, that all Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6. 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages. The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

8.18 Chain of Communication

To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Bidders or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

8.19 Prohibition of Donations and Gratuities

Bidders are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Bidder represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Bidder or the Bidder's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Bidder, or any person, firm, or corporation employed by the Bidder in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee.

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9.0 BID FORM

9.1 Bid Submission

York County is not exempt from paying SC sales tax. Bidders outside of SC should provide sales tax pricing in their Bid. If a firm located outside of SC is the successful Bidder then York County will pay the sales tax directly to the State of South Carolina.

QUANTITY	DESCRIPTION	MFG/MODEL	UNIT PRICE	EXTENDED PRICE
4	Single Zone Ducted Mini Splits 48,000 BTU		\$	\$
2	Four Zone Ductless Mini Splits 48,000 BTU		\$	\$
			Labor and Installation	
			Additional Fees	
			7% SC SALES TAX	
			GRAND TOTAL	

10.0 Acknowledgement of Addenda

Addendum No	, dated
Addendum No.	, dated
Addendum No	, dated

Bidder hereby acknowledges receipt of all Addenda through and including:

1.0 Exceptions			

12.0 References

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OFFERORS MUST COMPLETE AND SIGN THE FORM BELOW

The submittal must be signed by an authorized representative of the Bidder accepting all terms and conditions contained in this document and any addenda. Modifying the terms and conditions of this solicitation may result in your response being rejected.

COMPANY NAME	COMPANY TELEPHONE NUMBER
COMPANY ADDRESS	COMPANY FAX# (IF APPLICABLE)
CITY, STATE, ZIP+4	EMAIL ADDRESS
AUTHORIZED SIGNATURE	FEDERAL ID#
PRINT NAME	DATE
Minority Status	
Not Minority Owned African American Male Caucasian Female African American Female	
Aleut Eskimo East Indian	
Native American Asian Other (Please Explain)	