

	<h2>Sumter School District</h2>	Solicitation Number: IFB#19-030 Replacement HVAC Units
	<h2>INVITATION FOR BIDS</h2>	Date Issued: June 19, 2019 Procurement Coordinator: Dee Cook Phone: (803) 469-6900 ext. 310 E-Mail Address: Dee.Cook@sumterschools.net

**DESCRIPTION: Replacement HVAC Units**

*The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.*

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

<b>MAILING ADDRESS:</b> Sumter School District Attn: Procurement Services 1345 Wilson Hall Road Sumter, SC 29150	<b>PHYSICAL ADDRESS:</b> Sumter School District Attn: Dee Cook 1345 Wilson Hall Road Sumter, SC 29150
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SUBMIT OFFER BY: **Wednesday, July 10, 2019 – 2:00 PM** See “Deadline for Submission of Offer” provision

**Note: All District Offices will be closed the week of July 1-5, 2019.**

QUESTIONS MUST BE RECEIVED BY: **Wed., June 26, 2019 – at 5:00PM** See “Questions from Offerors” provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original**

CONFERENCE TYPE: N/A DATE & TIME: As appropriate, see “Conference – Pre-Bid/Proposal” & “Site Visit” provision	LOCATION: N/A
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<b>AWARD &amp; AMENDMENTS</b>	The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.sumterschools.net">http://www.sumterschools.net</a> (Departments, Procurement, Current Solicitations) <b>It is the responsibility of the offeror to check for amendments.</b>
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You must submit a signed copy of this form with your offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold your offer open for a minimum of sixty (60) calendar days after the opening date.

<b>NAME OF OFFEROR</b>  <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. 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>AUTHORIZED SIGNATURE</b>  <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	<b>TAXPAYER IDENTIFICATION NO.</b>  <small>(See "Taxpayer Identification Number" provision)</small>	
<b>TITLE</b>  <small>(business title of person signing above)</small>		
<b>PRINTED NAME</b>  <small>(printed name of person signing above)</small>	<b>DATE SIGNED</b>	<b>STATE OF INCORPORATION</b>  <small>(If you are a corporation, identify the state of incorporation.)</small>

<b>OFFEROR'S TYPE OF ENTITY: (Check one)</b>		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)
<input type="checkbox"/> Small (15 employees or less)	<input type="checkbox"/> Woman-Owned	<input type="checkbox"/> Minority

<b>COVER PAGE SSD</b>	
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<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.)  <hr/> Area Code - Number - Extension                      Facsimile  <hr/> E-mail Address
<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)  <hr/> _____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address <b>(check only one)</b>	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent)  <hr/> _____ Order Address same as Home Office Address _____ Order Address same as Notice Address <b>(check only one)</b>

<b>ACKNOWLEDGMENT OF AMENDMENTS</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
<b>DISCOUNT FOR PROMPT PAYMENT</b>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)			

<b>MINORITY PARTICIPATION</b>
Are you a South Carolina Certified Minority Vendor? <b>Yes</b> _____ <b>No</b> _____  If yes, South Carolina Certification # _____

**PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

<b>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:</b> Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).  _____ In-State Office Address same as Home Office Address _____ In-State Office Address same as Notice Address    (check only one)
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## **Solicitation Outline**

- I. Scope of Solicitation
- II. Instructions to Offerors
  - A. General Instructions
  - B. Special Instructions
- III. Scope of Work/ Specifications
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
  - A. General
  - B. Special
- VIII. Bidding Schedule/Cost Proposal
- IX. Attachments to Solicitation

## **I. SCOPE OF SOLICITATION**

**ACQUIRE SERVICES & SUPPLIES / EQUIPMENT:** Sumter School District is soliciting bids for replacement HVAC units as specified in Attachment D of this document.

## **II. INSTRUCTIONS TO OFFERORS**

### **A. General Instructions**

DEFINITIONS, CAPITALIZATION, AND HEADINGS CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

SSD means the Sumter School District

BOARD means the Sumter School Board or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35- 310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

DISTRICT means the Sumter School District

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments. STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the Work. US or WE means the Sumter School District.

WORK means all labor, materials, equipment, and services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

**AMENDMENTS TO SOLICITATION** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following website for the issuance of Amendments: <http://www.sumterschools.net> (**Departments/Procurement Services**). (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the Amendment.

**AUTHORIZED AGENT** All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract.

**AWARD NOTIFICATION** Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

**BID / PROPOSAL AS OFFER TO CONTRACT** By submitting the District a **signed Bid and/or Proposal, you are offering to enter into a contract with Sumter School District and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH THE DISTRICT PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES.** Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

**ENTERING INTO CONTRACT** **The District shall not enter into or sign any agreement, contract or other document that conflicts in any way with the District’s General Terms and Conditions and the requirements of this solicitation. Proposers should submit for review any agreement, contract or other document that the firm wishes the District to sign, with the proposal. Submittal of such agreement, contract or other document does not constitute an acceptance of any terms and /or conditions contained in such document. Agreements, contracts or other documents that infringe upon the rights of the District or are not in the best interest of the District shall be determined to be non-responsive. The rights and authority of such determination is reserved solely by the staff of the District’ Procurement Department. By Submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about the District’s Procurement Code, this solicitation and other District policy.**

**BID ACCEPTANCE PERIOD** In compliance with the quotation, and subject to all conditions thereof, the signed offers and agrees, if this quotation is accepted within 30 days from date of closing, to furnish any or all items/services quoted at the prices set forth. Acceptance period will be thirty (30) days unless specified otherwise above. .

**BID IN ENGLISH & DOLLARS** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.

**BID FORMS** Bid Forms are included for your use. Only these Bid Forms shall be used; no other form is acceptable. Please indicate your firm's name on the Bid Forms and have it signed by a person authorized to do so. A cover letter on your corporate stationery should include any comment and/or information you feel may be pertinent to the evaluation of your bid. The prices specified in your bid must be F.O.B. Destination with all freight charges prepaid and allowed, if applicable. On the Bid Forms, please indicate the delivery time, after receipt of an order, for the service or materials on which you have bid. No hidden or undisclosed prices will be acceptable.

**BOARD AS PROCUREMENT AGENT** The Procurement Officer is an employee of the Board acting on behalf of the Sumter School District pursuant to the District's Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Sumter School District. The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.** (a) By submitting an offer, the offeror certifies that- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered. (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. (b) Each signature on the offer is considered to be a certification by the signatory that the signatory- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal]; (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification. (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. Mandatory for all solicitations.

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS** (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-(i) Offeror and/or any of its Principals-(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

and (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision. (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity. (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible. (d) 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 paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

**COMPLETION OF FORMS / CORRECTION OF ERRORS** All prices and notation should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

**DEADLINE FOR SUBMISSION OF OFFER** Any offer received after the Procurement Official or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office prior to the bid opening.

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE** You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

**DRUG FREE WORK PLACE 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.

**DUTY TO INQUIRE** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

**ETHICS CERTIFICATE** By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

**IRAN DIVESTMENT ACT - CERTIFICATION** (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the District to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

**OFFICE CLOSINGS** If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District's office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://scemd.org/index.php/departments/response/severe-winter-weather>

**OPEN TRADE REPRESENTATION** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based on doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.



**OMIT TAXES FROM PRICE** Do not include any sales or use taxes in Your price that the District may be required to pay.

**PROHIBITED COMMUNICATIONS AND DONATIONS** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010] (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165]

**PROTEST** Right to Protest under Article 17 Section 4210.1.4 of the SSD Procurement Code states the rights and remedies granted by subsection 4210.1.1 and Section 4410.1.2 are not available for contracts with an actual or potential value of less than fifty thousand dollars.

**PUBLIC OPENING** Offers will be publicly opened at the date/time as specified on the Cover Page, or last Amendment, whichever is applicable. All public bid openings will be held at 1345 Wilson Hall Road in the business Department. A public opening shall not be held for procurements less than \$50,000.

**QUESTIONS FROM OFFERORS** (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140]

**REJECTION/CANCELLATION** The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

**RESPONSIVENESS / IMPROPER OFFERS** (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must

include a separate cost proposal.

(c) Responsiveness. Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers that 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 to the District 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 Official.

(d) Unbalanced Bidding. The District may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid 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 District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**SIGNING YOUR OFFER** Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words “by its Partner,” and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it is and has been signed by an Agent. Upon request, Offeror must provide proof of the agent’s authorization to bind the principal.

**SUBMITTING CONFIDENTIAL INFORMATION** For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “CONFIDENTIAL” every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words “TRADE SECRET” every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “PROTECTED” every page, or portion thereof, that Offeror contends is protected by Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not

limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked “**TRADE SECRET**” or “**CONFIDENTIAL**” or “**PROTECTED**”, (2) agrees that any information not marked, as required by these bidding instructions, as a “Trade Secret” is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror’s marking of documents, as required by these bidding instructions, as being either “Confidential” or “Trade Secret” or “PROTECTED”. By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its Officials and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the District withholding information that Offeror marked as “confidential” or “trade secret” or “PROTECTED”. (All references to S.C. Code of Laws.)

**SUBMITTING YOUR OFFER OR MODIFICATION** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. € Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**TAXPAYER IDENTIFICATION NUMBER** (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: “Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. “Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

**TIE QUOTATIONS** Tie quotations shall be resolved as outlined in Article 5 Section 1520.9 of the Sumter School District Procurement Code.

**WITHDRAWAL OR CORRECTION OF OFFER** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A

bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## **B. Special Instructions:**

**BOARD APPROVAL REQUIRED:** Any award is subject to prior approval by the SSD Board.

**CLARIFICATION** Pursuant to Section 1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080].

**DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER** After award, all deliveries shall be made and all services provided to the location specified on the Sumter School District purchase order.

**DISCUSSION WITH BIDDERS** After opening, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids. All bids, in the Procurement Official's sole judgment, needing clarification must be afforded that opportunity.

**MAIL PICKUP** The District's Courier picks up all mail from the US Postal Service once daily around 10:00 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

**PREFERENCES - A NOTICE TO VENDORS** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). *ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT.* **VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35- 1524(E)(4)&(6)]

**PREFERENCES - SC/US END-PRODUCT** Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable.

Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

**PREFERENCES - RESIDENT VENDOR PREFERENCE** To qualify for the RVP, you must maintain an office in South Carolina. An office is a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

**SCHEDULE & ACTIVITIES** Listed below are the planned activities/milestones/dates/times pertaining to this solicitation. All information is subject to change. Changes will be communicated to prospective Offerors via an Amendment to the solicitation as necessary.

EVENT	DATES
Issuance of Invitation to Bid	Wednesday, June 19, 2019
Pre-Bid Conference	N/A
Deadline for Questions	Wed., June 26, 2019 – 5:00PM
Issue Responses to Question (estimate)	On or before June 27, 2019
Deadline to Submit Bid	Wednesday, July 10, 2019 – 2:00PM
Issuance of Intent to Award Notice (estimate)	Thursday, July 11, 2019

**SHIPPING/HANDLING/FREIGHT** Bid shall include all charges for delivery packing, crating, containers, etc. Prices bid will be considered as being based on FOB Destination, freight included.

**UNIT PRICES REQUIRED** Unit price shall be shown for each item.

### III. SCOPE OF WORK/SPECIFICATIONS

#### 3.1 GENERAL

a. It is the intent of Sumter School District to seek competitive bids for the purpose of establishing a source for Replacement HVAC Units for the District as needed.

#### 3.2 PRODUCT SPECIFICATIONS

- a. All items must be brand new and in original packaging.
- b. All products must further comply with current industry standards, current Federal regulations, and any other applicable laws, statutes, and regulations.
- c. Additional product specifications are included in Attachment D. The bid form should be carefully read and understood prior to completion.
- d. In order to submit a valid bid form for consideration. **Bidders must complete the section of the Bid Schedule form (Section VIII) specifying the brand either circling the name of the brand**

**being bid for items where the District has specified a brand or by Supplying the name of the brand being bid in the blank space for the items where the District has not specified brands. On items with only one acceptable brand being specified by the District, prospective bidders should still have that brand name listed on the Bid Schedule form to assure the District that the brand requirement is acknowledged and accepted. Bid forms with missing brand information may result in disqualification of that particular item from consideration.**

**3.3 DELIVERY/PERFORMANCE LOCATION**

- a. After award, all deliveries shall be made and all services provided to the Sumter School District Warehouse, 1345 Wilson Hall Road, Sumter, SC 29150 or designated school locations.
- b. Unless otherwise specified herein, all items shall be delivered no later than 10 business days after the contractor's receipt of purchase order. Contractor is required to maintain or have available for his own use an inventory sufficient to make shipment within the stated time.
- c. Palletized products must be furnished on hardwood pallets.
- d. All questions should be addressed no less than 3 working days prior to project bid addressed via email to Dee Cook of Sumter School District, [dee.cook@sumterschools.net](mailto:dee.cook@sumterschools.net). Phone calls for details and questions will not be accepted.

**IV. INFORMATION FOR OFFERORS TO SUBMIT**

4.1 **BID FORMS** Bid Forms are included for your use. Only these Bid Forms shall be used; no other form is acceptable. Please indicate your firm's name on the Bid Forms and have it signed by a person authorized to do so. A cover letter on your corporate stationery should include any comment and/or information you feel may be pertinent to the evaluation of your bid. The prices specified in your bid must be F.O.B. Destination with all freight charges prepaid and allowed, if applicable. On the Bid Forms, please indicate the delivery time, after receipt of an order, for the service or materials on which you have bid. No hidden or undisclosed prices will be acceptable.

- a. **BID FORMS** – Complete and submit ONLY Cover Page, Page Two and Bid Schedule-  
Note: It is not necessary to submit this entire solicitation document.
- b. Attachment A – Offeror's Checklist
- c. Attachment B - Minority – Complete and submit Participation Affidavit
- d. Attachment C - Questionnaire – Complete and submit with Bid.

**V. QUALIFICATIONS**

5.1 **QUALIFICATIONS OF OFFEROR:** Bids will be accepted from Offerors who are regularly established in the business called for, and who, in the judgment of the district, are financially responsible and able to show evidence of their reliability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities and personnel directly employed or supervised.

**VI. AWARD CRITERIA**

6.1 **AWARD** will be made to the lowest responsible bidder who submits a responsive bid which is most advantageous to the Sumter School District. Award will be made to one vendor on an all or none basis; therefore, pricing must be provided for all items to be considered for award. In the event no one vendor can supply all the components required, the District reserves the right to select and award on any individual item or group basis.

## **VII. TERMS AND CONDITIONS**

### **A. General**

**AFFIRMATIVE ACTION** The successful bidder 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 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.

**ASSIGNMENT** No purchase order or its provisions may be assigned, sublet, or transferred without the written consent of Sumter School District.

**BANKRUPTCY** (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within five (5) days of this initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including filing of proceedings in bankruptcy.

**COMPLIANCE WITH LAWS** During the term of the Contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**COMPLIANCE WITH STATUTES** During the term of the contract, it shall be the Contractor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**CONTRACT ADMINISTRATION** Questions or problems arising after award of this contract shall be directed to the Procurement Official at 1345 Wilson Hall Road, Sumter, SC 29150.

**CONTRACTOR PERSONNEL** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE** The District will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this agreement.

If the Contractor's services provided for hereunder include services, equipment, or materials supplied by a subcontractor, the Contractor must act as the prime Contractor for these items and assume full responsibility for performance hereunder. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

**DISCUSSION WITH BIDDERS** Discussion may be conducted with apparent responsive bidders for the purpose clarification to assure full understanding of the requirements of the invitation for bids.

**EQUAL OPPORTUNITY** Contractor is referred to and shall comply with all applicable provisions, in any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.74, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5 (a), which are hereby incorporated by reference.

**FORCE MAJEURE** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

## **INDEMNIFICATION**

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Sumter School District, its agents, Board, officers and/or officials, employees and volunteers (hereinafter, the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnify which would otherwise exist as to a party or person described herein.
2. In claims against any person or entity indemnified herein by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnitees as herein provided.
3. The Contractor's indemnity obligations shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, and (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of this contract by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (2) means, methods, procedures, techniques or sequences or execution or performance of the services required, and (3) failure to secure and pay for permits, fees, approvals, and/or licenses related to performance of the contract by the Contractor, a Subcontractor or any person or entity for whom either is responsible.



4. The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees and court costs) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity and hold-harmless obligations under this contract.

5. The Contractor shall further indemnify and hold harmless the Indemnitees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Contractor shall have no liability to the Indemnitees if such patent, trademark or copyright infringement or claim is based upon the Contractor's use of materials furnished to the Contractor by an Indemnitee.

**ITEM SUBSTITUTION** (This clause does not apply to solicitations for service requirements). No substitutes will be allowed on purchase orders received from the District without permission from the Procurement Official.

**LIENS AND ENCUMBRANCES** The Contractor shall satisfy immediately any lien or encumbrance which, because of any act or default of the Contractor, is filed against the District.

**LICENSES AND PERMITS** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

**NON INTERFERENCE** In the event Contractor is unable for any reason to provide any material, services, supplies, products or other items of any type or variety to the District under this agreement, including but not limited to any such materials, services, supplies, etc. available from any other party (such as subcontractors) supplying said materials, services, etc. to Contractor, the District will have the right to deal directly with the other supplier without penalty or interference from Contractor.

**OPEN TRADE** During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**ORDER OF PRECEDENCE** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special contract clauses and (e) instructions to bidders.

**PAYMENT FOR GOODS AND SERVICES** Payment for goods and services received by the District shall be processed in accordance with the Sumter School District Procurement Code. A purchase order will be issued and must be referenced on all invoices presented for payment.

**PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT** The District requires all vendor activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any vendor doing business with the District will be required to document compliance and to specify prudent practices used by the vendor to address applicable mandates including, but not restricted to "the hazard communication standard" OSHA CFR 191 0.1200

(SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

**PUBLICITY RELEASES** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

**PURCHASE ORDERS** Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provisions qualifies as a purchase order.

**PURCHASE ORDER AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS** Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Official responsible for this solicitation and the vendor. All questions, problems or changes arising after award of this purchase order shall be directed to the Procurement Official responsible for this solicitation, at 1345 Wilson Hall Road, Sumter, SC 29150.

**QUALITY OF PRODUCT** (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

**RECORDS RETENTION AND RIGHT TO AUDIT** Sumter School District has the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

The District may conduct, or have conducted, performance audits of the contractor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, contractor shall make available to the District 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 contractor shall be made available for auditing purposes at no cost to the District.

**REJECTION** The District reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the District.

**RESTRICTIONS/LIMITATIONS** No purchases are to be made from this purchase order for any item that is not listed or for any item that is currently authorized under any other purchase order awarded prior to this purchase order.

**RISK OF LOSS** The contractor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

**SOUTH CAROLINA GOVERNING LAW CLAUSE** The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Executive Director of Finance in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Sumter County, State of South Carolina. Vendor agrees that any act by the government regarding the agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the eleventh amendment of the United States Constitution. As used in this paragraph, the term "agreement means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

**SUBCONTRACTORS** Subcontractors are subject to same terms and conditions of this agreement as the Contractor.

**SWMBE PARTICIPATION** Sumter School District encourages SWMBE businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in an annual report submitted to the Sumter School District Board of Trustees. In order to be included in this report you must submit a copy of your certificate with your proposal.

**TAXES** Any tax the Contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by SSD, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by SSD. It shall be solely SSD's obligation, after payment to Contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to Contractor by the taxing authority. In the event that the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by SSD to Contractor, Contractor shall be liable to SSD for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the Contractor.

**TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS** Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a District contract. The credit is capped at \$50,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a District contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification

are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734- 2498. Reference: SC §11-35-5010 - Definition for Minority Subcontractor & SC §11-35-5230 (B) - Regulations for Negotiating with District Minority Firms.

**TERM OF CONTRACT – EFFECTIVE DATE** The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award.

**TERMINATION** Subject to the conditions below, the District providing a 30-day advance notice in writing is given to the vendor may terminate the purchase order for any reason.

**NON-APPROPRIATIONS** Any purchase order entered into by the District 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.

**FOR CONVENIENCE** In the event that this purchase order is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

**FOR CAUSE** Termination by the District for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply.

**DEFAULT** In case of default by the vendor, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

## **B. Special**

**BID SUBMITTAL** The District shall receive all bids by no later than **Wednesday, July 10, 2019 – 2:00PM.** *NOTE: All District Offices will be closed the week of July 1-5, 2019.*

**Required:** Clearly mark the outside of the envelope, box, or package with the following:

**IFB# 19-030 – Districtwide HVAC Units**

**Hand deliver/Mail to:**

Procurement Services  
Attn: Dee Cook  
Sumter School District  
1345 Wilson Hall Road Sumter,  
SC 29150

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The District is not responsible for any delays caused by the Bidders chosen means of

proposal delivery. **Bidder failure to meet the proposal due date and time shall result in rejection of the bid. Faxed bids are not acceptable.**

**COST OF DELIVERY** Prices are to include shipping/delivery to the school/location designated on the purchase order or specified by District staff.

**DEFECTIVE GOODS** Successful bidder agrees to pay for return shipment of goods that arrive in a defective or inoperable condition. Offeror must agree to arrange for return shipment of damaged goods.

**DELIVERY AND FOB REQUIREMENTS** Delivery shall be FOB destination, freight prepaid. It is agreed by the parties hereto that delivery to the contractor to the common carrier does not constitute delivery to the District. Any claim for loss or damage shall be between the contractor and the carrier.

**DELIVERY TIME** Delivery will be within 10 business days of Purchase Order date. Exceptions should be listed by the offeror. Delivery time is of the essence and failure to deliver any order within the time frame specified on the District's purchase order may result in cancellation of that purchase order.

**INSTALLATION** The installation of all items shall be performed in pursuant to this solicitation.

**DISCONTINUED PRODUCTS** In the event that a product or model is discontinued by the manufacturer, the contractor may substitute a new product or model if the replacement product meets or exceeds the performance of the discontinued model and if the discount from manufacturer list price is the same or greater than the discontinued model.

**PRICE ADJUSTMENT** Prices shall remain firm during the initial contract period. All requests for price increases shall be requested at least ninety (90) days prior to automatic contract renewal and shall not exceed the unadjusted percent change from the previous year shown on the Consumer Price Index (CPI).

**RESTOCKING FEES** If a product(s) is returned to the contractor in original packaging within thirty (30) workdays after Acceptance, no restocking fee will be charged. If products are returned to the contractor after thirty (30) workdays of Acceptance, then a restocking fee of up to but not exceeding ten percent (10%) of the unit cost may be charged to the agency.

**SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES** If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a non-qualifying end product for a qualified end product. If you violate this provision, the District may terminate your contract for cause and you may be debarred. In addition, you shall pay to the District an amount equal to twice the difference between the price paid by the District and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)].

**SUPPLEMENTAL MATERIALS** If requested, bidders must provide the most current illustrated catalog data sheets with manufacturer's printed specifications.

**UNAVAILABLE ITEMS** In the event that a product or model is unavailable for delivery by the specified time frame, the bidder may offer to substitute an alternative product or model if the replacement product meets or exceeds the performance of the unavailable model and if the discount from the manufacturer is the same or greater than the discounted model. The District must approve all substitutions prior to order fulfillment. The District has the right to cancel orders due to inadequate substitutions or reject orders if substitutions were made without District approval.

**ESTIMATED QUANTITY** The district does not guarantee the purchase of any specified item or total amount to be purchased. Quantities listed in specifications are only estimates. Items will be purchased on an “as needed” basis throughout the contract period.

**OFFSHORE CONTRACTING PROHIBITED (FEB 2015)** No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United States or by means, methods, or communication that, in whole or part, take place offshore of the United States. [07-7B095-1]

**WARRANTY** Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

**End of Section**

**VIII BIDDING SCHEDULE –  
IFB# 19-030  
Districtwide HVAC Units**

**Note: The award shall be made to a responsive and responsible vendor(s).  
Awards will be made to one (1) vendor.**

**Please Bid as Specified Below**

Line #	Item Description	Qty	Unit	Brand and Model	Item Qualifies for SC or US End Product Preference (Write SC or US)*	Unit Price	Extended Price Unit Price x 180
1	Single Unit as specified	1	each			\$	\$
2	Multiple units as specified	10 +	each			\$	\$

- ❖ **Price for each line item must include all shipping/delivery charges.**
- ❖ Prices must be good for the period of the contract.
- ❖ Do not include sales tax. Applicable sales tax will be added by the District.

**All information MUST be included on the bid schedule. Incomplete responses may be rejected.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Print name and Title: \_\_\_\_\_

**IX. ATTACHMENTS TO SOLICITATIONS**

- A. Offeror’s Checklist**
- B. Minority Participation Affidavit**
- C. Questionnaire**
- D. Equipment Specifications**

**ATTACHMENT A**

**OFFEROR’S CHECKLIST**  
**AVOID COMMON MISTAKES**

Web site:

Review this checklist prior to submitting your proposal  
If you fail to follow this checklist, you risk having your proposal rejected.

- COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICTS MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! Do NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE.
- MAKE SURE A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.**

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**NOTE:** This checklist is included only as a reminder to help Offerors avoid common mistakes  
Responsiveness will be evaluated against the solicitation **not** against this checklist.  
You do not need to return this checklist with your response.

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**ATTACHMENT B**

**Minority Participation Affidavit**

- Is the bidder a South Carolina Certified Minority Business? (Yes) \_\_\_\_\_ (No) \_\_\_\_\_
- Is the bidder a Minority Business certified by another governmental entity?  
(Yes) \_\_\_\_\_ (No) \_\_\_\_\_
- If so, please list the certifying governmental entity: \_\_\_\_\_  
\_\_\_\_\_
- 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? \_\_\_\_\_%
- 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? \_\_\_\_\_%

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
- \_\_\_\_\_ Temporary certification
- \_\_\_\_\_ Other minorities (Native American, Asian, etc.)

**Note:** *If more than one minority Contractor will be utilized in the performance of this contract, please provide the information above for each minority business.*

**ATTACHMENT C**

**QUESTIONNAIRE**

The Bidder shall answer the following questionnaire which shall be used in the bid evaluation process in order to determine the responsible bidder.

**1. SAFETY:**

Have you had any OSHA fines within the last three (3) years? YES  NO

Have you had jobsite fatalities within the last five (5) years? YES  NO

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

**2. EXPERIENCE:**

Years in business under present name: \_\_\_\_\_

Years performing work specialty: \_\_\_\_\_

Licenses currently valid in force: \_\_\_\_\_

**3. LICENSE SANCTIONS:**

List any regulatory or license agency sanctions. The District may perform a background check on respondent with all state and regulatory agencies.

**4. REFERENCES**

Provide three references from agencies you have performed similar services for in the past two (2) years.

***Reference #1***

Industry: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_

***Reference #2***

Industry: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_

***Reference #3***

Industry: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Telephone # \_\_\_\_\_

## ATTACHMENT D

It is the intent of the Sumter School District to solicit bids for the purchase of 3-ton 2-speed single packaged vertical indoor mounted heat pumps for replacement of existing units by school maintenance personnel as needed for the next 12 months. This bid will include a per each price with an optional price for purchase of 10 or more at one time. Freight to be included in unit price. Telescopic sleeve, 3" Base, factory side trim pieces and factory cabinet extension to be included in price.

Unit minimum specifications:

Cooling Capacity 35,000 BTUH AT AHRI rated conditions

460/3/60 6KW Heat

Minimum EER 12.00 at AHRI rated conditions

Minimum IPLV 16.5 at AHRI rated conditions

2 Speed in Cooling and 3 Speed in Heating (6 KW on 3<sup>rd</sup> stage heat)

Modulating Indoor Blower to Match Airflow to Unit Stage in Cooling and Heating

Modulating Outdoor Fan with built-in low ambient control.

Powered ventilation package with built-in relief.

Dehumidification Circuit factory installed.

Five-year warranty on all parts including compressor.

Model unit bid shall be listed as currently available in AHRI.

Unit footprint to be 47-5/8 X 31-3/8 X 71-3/4 with all access including service and filter changes from the front of unit. Unit may be flush mounted in left or right corner of room without modification. Each replacement unit to be shipped with Telescopic Sleeve. 3" Base, factory cabinet extension, and factory side trim pieces.

All bids should be complete and should convey all of the information requested by the District. If significant discrepancies are found in the Offeror's bid, or if the bid fails to conform to the essential requirements of the bid request, the District may reject the bid.

All parts must have a turn around time of no more than 10 days maximum.

Total units needed = 180

Site locations – Crestwood High School and Lakewood High School or any other school location as needed.

Purchasing 10 to 20 units per intervals.