

**CITY OF CHESTER  
STATE OF SOUTH CAROLINA  
REQUEST FOR PROPOSAL**

**RFP NO. 2017-004**



**CITY OF CHESTER  
Farmers Market-Industrial Kitchen HVAC Installation**

**DUE: September 11, 2017**

By responding to this Request for Proposal (RFP), Proposer agrees that s/he has read and understands all documents within this RFP package.



# CITY OF CHESTER

## Request for Proposals

### OFFER SUBMISSION FORM

Solicitation Number  
Date Issued  
Procurement Officer  
Phone  
E-mail Address

2017-004  
August 10, 2017  
(803) 581-2123  
croof@chester.sc.gov

**DESCRIPTION:** The City of Chester, South Carolina is soliciting proposals from interested Heating, Ventilation and Air Conditioning (HVAC) contractors to install **FOUR ONE-TON HVAC UNITS AND DUCTWORK** in an existing building for an industrial kitchen and farmer's market located at 111 Columbia Street, Chester, SC per City design documents. The site has an existing concrete slab floor.

*The Term "Offer" means your "Bid" or "Proposal".*

SUBMIT OFFER BY: Monday, September 11, 2017 by 4 PM      OPENING DATE: Monday, September 11, 2017 at 4 PM

AWARD DATE:      Tuesday, September 12, 2017

Award will be posted at the Physical Address stated following the City Council Meeting on. The award, this solicitation, and any amendments will be posted at the following web address: <http://www.cityofchester.org> and physically at 100 West End Street, Chester, SC 29706.

**\*\* Offers must be submitted in a sealed package. Solicitation Number, Name & Opening Date must appear on package exterior. \*\***

NUMBER OF COPIES TO BE SUBMITTED: 5

SUBMIT THE SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS  
City of Chester  
Attn: Kitchen Committee  
REFERENCE RFP #2017-004  
100 West End Street  
Chester, SC 29706

PHYSICAL ADDRESS  
City of Chester  
Attn: Kitchen Committee  
REFERENCE RFP #2017-004  
100 West End Street  
Chester, SC 29706

**Mandatory Pre-proposal Conference will be held**

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.

**TOTAL OFFER AMOUNT:**

EXCLUSIONS AND /OR EXCEPTIONS (Continue on Page 2 if necessary):

NAME OF OFFEROR (Full legal name of business submitting the offer)

AUTHORIZED SIGNATURE  
(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror.)

TITLE (Business title of person signing above.)

PRINTED NAME (Printed name of person signing above.)

OFFEROR's TYPE OF ENTITY:  
(Check one)

- Sole Proprietorship
- Partnership
- Corporation (tax-exempt)
- Corporation (not tax-exempt)
- Government entity (federal, state or local)
- Other \_\_\_\_\_

DATE SIGNED

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

STATE OF INCORPORATION (If Offeror is a corporation identify the state of incorporation)

TAXPAYER IDENTIFICATION NO.

STATE LICENSE NO.

**MUST BE SIGNED TO BE VALID**  
**(Return Pages 2 & 3 with Your Offer)**

<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.) (See "Notice" clause)								
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">Area Code</td> <td style="width:25%;">Number</td> <td style="width:25%;">Extension</td> <td style="width:25%;">Facsimile</td> </tr> <tr> <td colspan="4" style="padding: 5px;">E-mail Address</td> </tr> </table>	Area Code	Number	Extension	Facsimile	E-mail Address			
Area Code	Number	Extension	Facsimile						
E-mail Address									

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)
<input type="checkbox"/> <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)

<b>ACKNOWLEDGMENT OF AMENDMENTS</b>  Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.  See "Amendments to Solicitation" Provision	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> See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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**REQUESTED DELIVERY DATE:** Offeror's Best Delivery: 60 days After Receipt of Contract (ARC)

**DELIVERY SCHEDULE CAN BE NEGOTIATED FOLLOWING AWARD DECISION.**

**Any amendments will be emailed to all vendors attending the mandatory Pre-Proposal Conference. The awardee will be notified by a phone call from the Buyer, followed by written confirmation of award.**

<b>*****You must submit the following to be considered*****</b>
_____ Signed Offer Offer Submission Form, pages 2 & 3 _____ Statement of Qualifications (Section 2.5) _____ Required Documents (Section 2.7) _____ Detailed schedule of Work & Pricing (Section 4)

**REQUEST FOR PROPOSALS  
CITY OF CHESTER  
RFP NO. 2017-004**

**1. GENERAL SCOPE OF SOLICITATION**

The City of Chester, South Carolina is soliciting proposals from interested Heating, Ventilation and Air Conditioning (HVAC) contractors to install **FOUR ONE-TON HVAC UNITS AND DUCTWORK** in an existing building for an industrial kitchen and farmer's market located at 111 Columbia Street, Chester, SC per City design documents. The site has an existing concrete slab floor.

**2. INSTRUCTIONS TO OFFEROR**

**2.1. SEALED PROPOSALS** will be received at City Hall, 100 West End Street Chester, SC until.

All qualified vendors are invited to submit proposals to the City of Chester.

**2.2. SUBMIT** an original and 4 copies of complete proposal **by 4:00 pm on September 11, 2017.**

A company representative authorized to commit the Offeror submitting the proposal shall sign the Coversheet and provide the information requested on Page Three of the Coversheet. **The proposal will be considered invalid if no signature is provided on the Offer Submission Form.**

All proposals must be in a sealed envelope marked:

**RFP No. 2017-004**

**2.3. MANDATORY PRE-PROPOSAL CONFERENCE:** A mandatory pre-proposal conference will be held at **12 noon on August 23, 2017** at City Hall, 100 West End Street, Chester SC, followed by a walk-through of the facility at the Farmers Market & Industrial Kitchen, 111 Columbia Street, Chester, SC so that prospective Offerors' may view the site and develop any questions related to the project.

**2.4. DEADLINE FOR WRITTEN QUESTIONS:** The deadline for written questions is **August 25, 2017**. Both the question and written response will be provided to all known prospective Offerors attending the Pre-Proposal Conference by **August 30, 2017**. The Offeror asking the question will not be identified. Written questions about the Request for Proposal shall be directed to:

Cynthia Curtis  
City of Chester  
[ccurtis@chester.sc.gov](mailto:ccurtis@chester.sc.gov)

**2.5. LATE PROPOSALS** delivered after the time and date set **will not be accepted** and will be returned unopened to the Offeror. Offerors mailing a proposal should allow a sufficient mailing period to ensure timely receipt. The City of Chester is not responsible for proposals delayed by mail and/or delivery services for any reason. Emailed or facsimile transmissions of a proposal will not be accepted.

**2.6. STATEMENT OF QUALIFICATIONS** shall be provided by the Offeror to include the following information:

- a. Brief history of the firm including Key Personnel Contact and number of years of experience the firm has with projects like the one being proposed.
- b. Identification of any subcontractor that will perform over 10% of the project.
- c. Three references for which the Offeror has performed similar work in the last five (5) years. [List of clients for which the Offeror has provided similar services in the last five (5) years.]

To be eligible for award of a contract, the Offeror must be responsible. In evaluating the Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. The Offeror must, upon request by the City, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

**2.7. REQUIRED DOCUMENTS** for the Successful Offerors submitting a proposal are found in the Required Forms section. The forms include:

- i. Offer Submission Form (pages 2 & 3)
  - ii. IRS Form W-9
  - iii. Certificate of Insurance showing present coverage (see General Terms and Conditions)  
\*
  - iv. City of Chester Business License\*
  - v. Non-Collusion Affidavit
  - vi. Ethics in Public Contracting Affidavit
  - vii. Non-Resident Taxpayer Affidavit (SC Department of Revenue I-312), if applicable
  - viii. Certification Regarding Debarment and Other Responsibility Matters
- \* The successful Offeror has TEN (10) business days to furnish a copy to the City to continue as the successful Bidder.

### 3. SCOPE OF WORK & SPECIFICATIONS:

The Contractor shall provide all the equipment, labor, material and supervision in order to perform the installation of HVAC units and accompanying components suitable for the operation of an industrial kitchen and farmers' market as indicated in the attached drawings in Attachment II or electronically at [RFP 2017004 HVAC Drawings.pdf](#).

3.1 Standards-at a minimum, all work must adhere to International Code Council, latest revisions and all applicable local codes.

3.2 Specifications & Drawings:

a) The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. Drawings are in part diagrammatic and do not necessarily show complete details of construction, work or materials, performance or installation. They do not necessarily show how construction details, other items or work, fixtures, and equipment may affect any particular installation. Contractor shall ascertain and correlate the work to bring the parts together into a satisfactory and completed whole.

b) Drawings do not show exact characteristics of the Work, piping, and air distribution configurations, wiring, or necessary number of fittings. The Drawings indicate only such details as are necessary to show intent of the Work. In order to illustrate the Work, the Buyer may furnish additional Drawings, explanations and clarifications consistent with the original Drawings, purpose and intent of the Contract. Contractor shall conform Work to such Drawings and explanations. The furnishing of such additional Drawings, explanations or clarifications is for the convenience of the Contractor and shall not entitle the Contractor to an increase in the Contract time or Contract Sum.

c) Furnish and install work not covered under any heading, section, branch, class or trade of the Project Manual, but shown on or reasonably inferable from the Drawings. This includes work necessary to produce the intended results.

d) Do not scale drawings. Dimensional accuracy is not guaranteed, and field verification of dimensions, locations, and levels to suit field conditions is required.

4. **PRICING:** The Contractor shall provide a detailed price schedule for each of the activities identified below and a grand total. The prices identified shall be valid for up to 60 days from the date of the proposal opening.

- Construction Activity & Material Price
- HVAC & Components
- Labor
- Grand Total

### 5. INSPECTION AND ACCEPTANCE:

5.1. All delivered materials shall be to the satisfaction of the City of Chester's designated representative in accordance with the specifications.

5.2. Inspection of completed deliveries will be performed by the City of Chester's designated representative.

5.3. Acceptance of completed work will be performed by the City of Chester's designated representative.

**6. DELIVERIES AND PERFORMANCE:**

a. The construction shall be completed within the time frame negotiated with the awarded Contractor.

b. The Contractor shall be excused from the performance time requirements if, during the progress of the work, delay is authorized in writing by the City of Chester, delay is caused by act or neglect of the City of Chester, or by authorized changes in the work, or by strikes, lockouts, fires, unusual delay in transportation, unavoidable casualties, or by causes completely beyond the Contractor's control. The time of completion shall be extended for such reasonable time as the City of Chester may decide. The City of Chester shall make the final decisions on the justifiability of the cause offered as a basis for extension of time. If there is no justification, the Contractor may be charged One Hundred Dollars (\$100.00) by the City of Chester for each day, which elapses beyond the term of the contract.

**7. EVALUATION & AWARD CRITERIA**

7.1. An award will be made to a Responsive and Responsible Offeror with the lowest overall price, cost, and other factors considered, at the regularly scheduled City Council Meeting as stated on the Offer Submission Form. The City of Chester reserves the right to reject any and all proposals, or to choose a proposal for reasons other than low price, such as a local Offeror.

7.2. Upon receipt by the City of Chester, the proposals shall become the property of the City of Chester, without compensation to the Offeror, for disposition or usage by the City of Chester at its discretion. The City of Chester shall have the sole discretion in evaluating the proposals of the Offerors. The particulars of any qualification statements will remain confidential until a contract is signed with the successful Offeror.

**8. CONTRACT ADMINISTRATION DATA:**

8.1. The Contracting Officer's Technical Representative (COTR) is responsible for the technical administration of the contract and the technical liaison with the Contractor. The COTR is not authorized to change the scope of work or specifications in the contract, to make any commitments or otherwise obligate the City of Chester or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms and conditions of the contract.

8.2. The COTR is responsible for monitoring progress and overall technical management of the work hereunder and shall be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the City of Chester, unless a contract modification or letter of direction is executed by the Contracting Officer prior to completion of this contract.

8.3. On all matters that pertain to contract terms, the Contractor shall contact the Contracting Officer. When, in the opinion of the Contractor, the COTR requests effort outside the existing scope of the contract, the Contractor will promptly notify the Contracting Officer. The Contractor under such request shall take no action unless and until the Contracting Officer has issued a letter of direction or a contract modification.

**Contracting Officer:** City of Chester  
Susan Kovas, Chair  
c/o Kitchen Committee  
100 West End St.  
Chester, SC 29706-1819  
Telephone: 803-581-2123  
Fax: 803-377-1116

**Contracting Official Technical Representative:** J.M. Surratt, PE, Rock Hill, SC. All requests or questions must go through the City of Chester designated contacts, as listed.

**9. GENERAL TERMS AND CONDITIONS**

All offerors are responsible for adhering to the General Terms and Conditions as posted to the City of Chester website (<http://chestersc.org/notices-base/rfps-rfqs/>). These terms and conditions will remain on the website for public access and may be updated without notice.

**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), Offeror 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 not responsible.

(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 State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**ETHICS IN PUBLIC CONTRACTING AFFIDAVIT**

**STATE OF** \_\_\_\_\_ )  
 )  
**COUNTY OF** \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn,  
deposes and says that,

- 1) He is \_\_\_\_\_(title) of \_\_\_\_\_ (company/business), the Offeror that has submitted the attached Offer;
- 2) He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Offeror;
- 3) He/She is fully informed regarding the preparation and contents of the attached Offer and of all pertinent circumstances respecting such Offer;
- 4) Such Offer is genuine and is made without fraud;
- 5) Neither the said Offeror, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any Offeror, suppliers, manufacturer, or subcontractor in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
- 6) Furthermore, neither the Offeror, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
\_\_\_\_\_  
(title)  
My commission expires \_\_\_\_\_



**NONCOLLUSION AFFIDAVIT OF PRIME OFFEROR**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn,  
deposes and says that,

- 1) He is \_\_\_\_\_(title) of \_\_\_\_\_ (company/business), the Offeror that has submitted the attached Offer;
- 2) He is fully informed respecting the preparation and contents of the attached Offer and of all pertinent circumstances respecting such Offer;
- 3) Such Offer is genuine and is not a collusive or sham Offer;
- 4) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Offeror, firm or person to submit a collusive or sham Offer in connection with the Contract for which the attached Offer has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other offeror, form or person to fix the price or prices in the attached Offer or of any other offeror, or to secure through any other offeror, or to fix any overhead, profit or cost element of the offer price or the offer price of any other offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Chester, SC or any person interested in the proposed contract; and
- 5) The price or prices quoted in the attached Offer are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
\_\_\_\_\_  
(title)  
My commission expires \_\_\_\_\_