



FLORENCE COUNTY
SOUTH CAROLINA

INVITATION-TO-BID NO. 27-14/15

HVAC SERVICE AGREEMENT FOR THE FLORENCE COUNTY
LIBRARY

Bid Opening Date/Time: Tuesday, June 16, 2015 at 10:00 a.m. (EST)

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Florence County is accepting bids from qualified vendors to provide a service and maintenance agreement for the Florence County Library.

In order to be considered, all bids must be hand carried or mailed in a sealed envelope to the **Florence County Procurement Office at the County Complex, 180 N. Irby Street – MSC-R, Rm. B-5, Florence, SC 29501-3431** no later than **Tuesday, June 16, 2015 at 9:45 a.m. (EST).**

The sealed bids will then be opened and read aloud in Room 210-C at the County Complex at 10:00 a.m. (ET) on June 16, 2015.

Bids must be clearly marked, “HVAC Service Agreement for the Florence County Library-Bid No. 27-14/15”. Contractors mailing bids should allow delivery time to ensure timely receipt of their bid. The responsibility for getting the bid to Florence County on or before the specified time and date is solely and strictly the responsibility of the proposing firm. Any bids received later than the submission deadline will not be accepted nor considered. Electronic bids will not be accepted. Directions may be obtained by calling (843) 665-3018. Florence County will in no way be responsible for delays caused by any occurrence.

Bids may be withdrawn by offeror prior to, but not after, the time set for the opening.

Florence County under Title VI of the Civil Rights Act of 1964 and related statutes ensures that no person shall on the grounds of race, color, national origin, sex, disability, and age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

Florence County reserves the right to engage in discussions with any or all responsible responders who submit bids for the purpose of clarification to assure full understanding of and responsiveness to this request.

This request for bids does not commit Florence County to award a contract, to pay any cost incurred in the preparation of bids or to procure or contract for the articles of goods or services. Florence County reserves the right to accept or reject any or all bids received as a result of this request or to cancel in part or in its entirety this solicitation, if it is in the best interest of the County to do so.

SPECIFICATIONS SCOPE OF WORK

Maintenance agreement should include testing, inspection, cleaning, and preventive maintenance of covered equipment, including labor and parts for repair or replacement as needed. Agreement to include 6 regularly scheduled inspections per year, plus any emergency service labor and travel.

Scheduled inspections will include checks and inspections of: electrical connections, wire insulation, compressor and motor amperage, motor and fan bearings, belts and sheaves, refrigerant system, head pressure and temperature, suction pressure and temperature, oil level, system safety controllers.

Preventive maintenance will include cleaning, aligning and adjustment of: evaporator and condenser coils, condensate removal systems, temperature controls, and other components of systems.

For details or to schedule an inspection of the system please contact Building Superintendent Stephen Head at (843) 601-1727 or shead@florencelibrary.org.

EQUIPMENT LIST (FLORENCE LOCATION)

Chiller System:

- Air cooled chiller #1 (Trane RTAC140)
 - 2 compressors – 70 ton
- Air cooled chiller #2 (Trane RTAC140)
 - 2 compressors – 70 ton
- Remote air cooled condenser #1 (Trane RTAC140)
 - 8 fan motors – 1.5HP
- Remote air cooled condenser #2 (Trane RTAC140)
 - 8 fan motors – 1.5HP
- 3 chilled water pumps (Bell & Gossett 15104AC) – 5HP
- 3 building circulating pumps (Bell & Gossett 15103BC) – 10HP

Air Handlers:

- Air handling unit #1 (Trane MCCA25)
 - 1 supply fan motor – 15HP
 - 1 variable speed drive – 15HP
- Air handling unit #2 (Trane MCCA30)
 - 1 supply fan motor – 15HP
 - 1 variable speed drive – 15HP
- Air handling unit #3 (Trane MCCA30)

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- 1 supply fan motor – 20HP
 - 1 variable speed drive – 20HP
- Air handling unit #4 (Trane MCCA25)
 - 1 supply fan motor – 20HP
 - 1 variable speed drive – 20HP
- Outside air unit #1 (Trane MCCA17)
 - 1 supply fan motor – 7.5HP
 - 1 variable speed drive – 7.5HP

Package Units:

- Computer room unit #1 (Liebert FH114A)
 - 1 evaporator fan motor – 2HP
 - 1 heating section
 - Remote components:
 - 2 compressors – 4 ton
 - 2 condenser fan motors – 0.75HP
- Computer room unit #2 (Liebert BU-042E)
 - 1 evaporator fan motor – 0.75HP
 - 1 heating section
 - Remote components:
 - 1 compressor – 3 ton
 - 1 condenser fan motor – 0.75HP

Special Fans:

- Exhaust fan #1 (Greenheck SWB-22) – 1.5HP
- Exhaust fan #2 (Greenheck BDF-100) – 0.3HP
- Exhaust fan #3 (Greenheck SBE-2H20-5) – 0.5HP
- Exhaust fan #4 (Greenheck BSQ-80-4) – 1.5HP

Blower Units:

- 10 Blower units (Trane BCHB)

Miscellaneous Equipment

- 9 fan powered boxes (with re-heat)

EQUIPMENT LIST (LAKE CITY LOCATION)

- Split system #1 (Trane TWP060D300)
 - 1 evaporator fan motor – 0.5HP
 - 1 heating section
 - Remote components:
 - 1 compressor – 5 ton
 - 1 condenser fan motor – 0.25 HP
- Split system #2 (Trane TWA180B300)
 - 3 evaporator fan motors – 5HP
 - 1 heating section
 - Remote components:
 - 2 compressors – 7.5 ton
 - 2 condenser fan motors – 0.5HP
- Split system #3 (Goodman GSH101203AD)
 - 1 evaporator fan motor – 0.5HP
 - 1 heating section
 - Remote components:
 - 1 compressor (5 ton)
 - 1 condenser fan motor – 0.25HP
- Split system #4 (Trane TWA120A300)
 - 2 evaporator fan motors – 3HP
 - 1 heating section
 - Remote components:
 - 1 compressor (3 ton)
 - 1 condenser fan motor (1HP)
- Split system #5 (Trane 4TWA3030A3000CA) – Community Center
 - 1 compressor (2.5 ton)
- Split system #6 (Trane 4TWA3048A3000CA) – Community center
 - 1 compressor (4 ton)
- Split system #7 (Trane 4TWA3048A3000CA) – Community Center
 - 1 compressor (4 ton)
- Package unit #1 (Des Champs PV-MWB040AE32)
 - 1 evaporator fan motor – 5HP
 - 1 heating section
 - Remote components:
 - 4 compressors (10 ton)
 - 2 condenser fan motors – 1 HP

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NOTE: Florence County highly recommends that each bidder conduct site visits for each site mentioned in the invitation to bid document to understand the location of the trash container at each site. Failure to do so will not negate the responsibility of the success bidder to perform this job as specified and as approved by Florence County.

IRAN DIVESTMENT ACT- CERTIFICATION (JAN 2015):

1. 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/20150105_SC_IDA_List-Final.pdf 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 State to award a contract to you.
2. 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. [02-2A077-1]

MINIMUM MANDATORY REQUIREMENTS

The following minimum mandatory requirements shall be met and documented:

1. In business for at least the past five (5) years under the current business name without declaring bankruptcy. A letter on company letterhead declaring that the company has been in business for five (5) years + and has not declared bankruptcy can be included with the bid form in lieu of a bid bond. (Include with bid).
2. Copy of Worker's Compensation and General Liability Insurance with Florence listed as additional insured supplied to the Procurement Office prior to contract execution or commencement of any work. (Must be provided prior to execution of a contract).
3. The successful vendor must be able to meet all Federal, State, and local regulations required for this project.

NOTICE TO BIDDERS

Florence County reserves the right to select more than one vendor to provide the products solicited in this invitation to bid. Upon evaluation of the responses to this solicitation, if deemed in the County's best interest, the county may award one contract for the total bid sum or multiple contracts based on low bid for each individual location.

CONTRACT TERM AND OPTION TO RENEW

The initial term of the contract resulting from this invitation to bid, shall begin on September 1, 2015 and shall run for one (1) year until August 31, 2016. The parties thereafter shall have the option to renew this agreement for four (4) additional one year terms, one year at a time, but only upon the mutual agreement of both parties.

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PRICE CHANGES

During the initial term of this contract, there shall be no increases to the prices set forth in the response to this invitation to bid. Afterward Florence County Procurement Office must be notified of any and all price increases during the term of the contract agreement. The County reserves the right upon any price increases to accept the price increase or subject the product to the competitive bidding process. Any price increase imposed without prior notice to the County of Florence will invalidate any contract issued as a result of this solicitation. Consideration will be made for price increases due to fuel surcharges.

INSTRUCTIONS TO BIDDERS

1) RECEIPT AND OPENING OF SEALED BIDS:

- a) Sealed bids will be received and opened as specified in this Invitation-To-Bid document.
- b) The Owner will consider as non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 120 days after the actual date of the opening thereof or as provided for the in the bid documents whichever is later.

2) PREPARATION OF BID:

- a) All bids will be evaluated in accordance with procedures and specifications contained herein and Florence County Code. The responsiveness to same determined in accordance to the instructions and criteria in this document. Any bid not providing sufficient information and documentation to comply with the Invitation-To-Bid Evaluation requirements will be considered non-responsive and removed from further consideration.
- b) A bid shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid.
- c) All information requested of the bidder shall be entered in the appropriate spaces on the provided forms. If additional space is required, attach additional pages as needed within the sealed bid response.
- d) Bidders mailing their bid must allow a sufficient mail delivery period to insure timely receipt of their bid. Florence County is not responsible for bids delayed by mail and/or delivery services of any nature. It is the bidder's sole responsibility to insure that all documents are received by person (or office) at the time indicated in the bid document. No facsimile or email submissions.
- e) Bidders must clearly mark as "Confidential" each part of their offer which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. Florence County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against Florence County or his agents for its determination in this regard.

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- f) All information shall be entered in ink or typewritten.
- g) All proposed costs shall be for all licenses, permits, taxes, labor, material, transportation, equipment and any other components/services that are required to complete the work embraced herein this Invitation-To-Bid document.
- h) If applicable, each bidder shall show the names, address and license number of any subcontractors and the scope of their work, which he may employ on the Project. Subcontractors will be required to comply with all applicable requirements of the Specifications. If applicable, each bid shall include the bidder's name, address and South Carolina Contractor's License Number. In South Carolina, where a contract amounts to \$17,500 or more, the name and license number of the subcontractor, where bid is issued, shall also be shown. The license numbers shall be shown on the bid form bid which will be enclosed in the sealed bid.
- i) Each bid must be submitted in a sealed envelope, addressed to the Owner along with the name of the project for which the bid is submitted. The bidder shall also show his name and address, on the outside of the envelope. Failure to show the required information may result in rejection of the response and removal from further consideration. If forwarded by mail or carrier, the sealed envelope containing the bid must be enclosed in another outer envelope. Florence County shall not be responsible for unidentified bids.
- j) Each bidder shall acknowledge receipt of all addenda by its submission of a bid. It shall be each bidder's responsibility to assure that all addenda have been received. No claim for failure to receive addenda will be considered. All addendums issued in accordance with this bid request may be obtained from the Florence County Procurement Office located at the County Complex, 180 N. Irby Street; Room B-5, Florence, SC 29501, by e-mailing wlybrand@florenceco.org or by visiting the Florence County public bids web page at the following link for xx-14/15: <http://www.florenceco.org/offices/procurement/bids/>.
- k) All questions pertaining to this bid must be submitted in writing by e-mailing wlybrand@florenceco.org no later than 5:00 p.m. (EST) xxxxxxxx, xxx xx, 2015. Only written questions will be considered formal.

3) BIDDER QUALIFICATIONS:

- a) To be acceptable to the Owner, bidders must be skilled and/or licensed, if applicable, in the class of work on which they respond, and no bid will be considered from any bidder who is unable to show that he has actually performed considerable work of similar character to that on which he is bidding.

4) BID BOND (SURETY) REQUIRMENTS:

- a) As discussed in the Bid Surety Requirement document contained herein, Bid Surety must accompany any and all responses submitted that contain estimated project costs exceeding twenty-five thousand dollars (\$25,000.00) Failure to satisfy this Bid Surety requirement will result in your bid being considered non-responsive and removed from further consideration for award of the subject contract. Bid Surety can be provided as discussed below.
- b) Bid Surety will not be required from Contractors that have been in business for five (5) consecutive years without filing for bankruptcy. A statement on the company's letterhead from the firm stating this qualification will replace the bid bond and must accompany the bid.

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- c) For all bidders not meeting the criteria of “b” above, a deposit in the amount of five percent (5%) of the proposed total contract price shall accompany the bid. These deposits shall take the form of certified check, cashier's check or bond executed by a corporate surety licensed under the laws of this state. The cashier's check or certified check shall be deposited to the County's account if the successful bidder fails to enter into the proposed contract within ten (10) days after the award. Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.

d) **One of the above requirements must be met for your response to be considered.**

5) EXECUTION OF CONTRACT:

- a) The bidder to whom an award is made shall deliver to the County a certificate of insurance as discussed in **Item 9 below**. The County's issuance of a purchase order and/or verbal notification of such execution may serve as the official "Notice to Proceed". Bidders failing to enter the proposed contract may be subject to Debarment and Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts. Bidders failing to enter the proposed contract may result in claims against bonds.

6) LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

- a) The successful bidder, upon his failure or refusal to execute and deliver the contract required within ten (10) working days after he has received "Notice of Award", shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid. Forfeiture of guaranty under this section may result in the bidder being subjected to Debarment or Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.

7) TERM OF CONTRACT AND CONTRACT DOCUMENTS:

- a) The contract documents that will form the contract shall include:
 - The Complete Bid Document
 - All Addenda
 - The Successful Bidder's Submitted Bid Document
 - Notice of Award (Verbal or Written)
 - Purchase Order/Agreement/Contract
 - Insurance Certification

8) ORDER OF PRECEDENCE

- a) In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) Bid Announcement/Advertisement (3) Special Terms and Conditions, (4) Instructions to Responders and Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.

9) INSURANCE AND BONDS:

- a) Upon award of the contract or Purchase Order, the bidder shall maintain, throughout the performance of its obligations a policy of Worker's Compensation insurance with such limits as may be required by SC law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, destruction of, property arising out of, or based upon, any act or omission of the bidder or any of its subcontractors or their respective officers, directors employees or agents. Such liability insurance shall have limits sufficient to cover any loss or potential loss resulting

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from this contract. Florence County must be listed as additional insured. The certificate must allow a minimum of a 30 day written notice of cancellation. Bidder shall provide a Certificate of Insurance to the Florence County Procurement offices prior to start of work.

10) EXAMINATION OF PROJECT'S WORK SITES:

- a) Each of the bidders shall fully familiarize itself with the conditions relating to the bid to insure complete understanding of all the details involved. The bidder shall satisfy itself as to the actual requirements of the bid by personal examination of its location or other means, so as to enable the bidder to make an informed bid. Failure to do so shall not relieve the successful bidder of its obligation to furnish all materials, products, and/or labor necessary to complete the provision of the awarded contract, and failure to do so may result in the claims against bonds. No allowance will be made for any claims that a bid and/or response was based on incomplete information as to the nature and character of the sites and of the work involved.

11) INTERPRETATIONS OF SPECIFICATIONS:

- a) No binding interpretation of the meaning of the Documents or any questions relating to the bid will be made to any bidder orally prior to the receipt of bids. Any request for such interpretation or questions shall be in writing addressed to the Owner or designee. To be given consideration, such requests must be received at least seven (7) days prior to the scheduled date for opening sealed bids. Any such interpretations or supplemental instructions will be issued in the form of addenda to the Contract Documents which will be mailed or emailed to persons receiving a set of documents, not later than three days prior to the date for opening of bids. Failure of any bidder to receive such addenda shall not relieve the successful bidder of any obligation under the awarded contract and this Document.

12) RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:

- a) The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful bidder.

13) POWER OF ATTORNEY:

- a) Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power-of-attorney

14) LAW AND REGULATIONS:

- a) The bidder's attention is directed to the fact that all applicable Federal, State (including SCDHEC), and Local laws, statutes, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract and the project throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- b) The bidder's attention is directed to the fact that all bids will comply as prescribed under the most current Florence County Code.

15) METHOD OF AWARD:

- a) Contracts will be awarded to the bidder whose bid appears to serve the best interest of the owner. The successful bidder will be determined as prescribed herein this Document.

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- b) Florence County reserves the right to accept or reject, in whole, in part, together or separately, any and all responses as appears in its judgment to be in the best interests of the County, or to waive any and all technicalities and informalities in determining the action of each bid.

16) OBLIGATION OF BIDDER:

- a) At the time of the opening of bids, each bidder will be presumed to have inspected the site, if applicable, and to have read and to be thoroughly familiar with the Documents (including all addenda). The failure or omission of any bidder to examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to this Invitation-To-Bid.

VENDOR AGREEMENTS

1) STATEMENT OF RIGHTS

- a) Florence County reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Vendors may be asked to give a verbal presentation of their bid after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's bid. Florence County reserves the right to accept or reject any and all bids, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the County. Florence County also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the County.

2) GENERAL TERMS:

- a) Each bidder by submitting a response to Florence County as a result of this Invitation-To-Bid, agrees to and acknowledges its acceptance of and agreement with the procedures outlined below and the terms, conditions and requirements of the applicable Florence County Invitation-To-Bid document. Agreement is evident by the submission of a response to Florence County. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by Florence County, the offer of the firm in question will be void and Florence County will procure the goods/services in question from other eligible vendors.

3) SPECIFIC TERMS:

- a) Products offered shall meet all requirements of the Uniform Commercial Code, if applicable.
- b) Responses submitted are final and complete offers by the vendor. No additions, corrections, modifications, changes or interpretations will be allowed. In the event questions arise on what is meant by an offer, the Procurement Officer will make a determination as to the county interpretation of the vendor's offer. If, after informing the vendor of the county's opinion, disagreement as to scope of the offer is present, the offer will be declared VOID.
- c) Florence County reserves the right to award bids received on the basis of individual items, groups of items, or the entire list of items; to reject any and all bids; and to waive any technicalities. In every case, Florence County reserves the right to make awards deemed to be in the best interest of the County and to negotiate further the offer determined by the County to be in the best interest of the County.

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- d) Unit prices will govern over extended prices. Prices must be stated per unit and extended for the total quantity.
- e) Florence County is not exempt from sales tax, if applicable. Sales, use, or excise tax, as well as any handling and shipping charges, must be shown as separate items.
- f) Florence County has a local preference of 5%, which may be applied in bid award determination.
- g) Any deviation from specifications in the bid must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this bid shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and handling.
- h) Any attempt by a vendor to influence the opinion of the county staff, or County Council, by discussion, promotion, advertising or any procedure to promote their offer, will constitute grounds to judge such an offer non-responsive. All offers presented to Florence County will be evaluated based on the current County Code and the offer as presented to the county on the date/time specified in the given bid.
- i) In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Florence County Procurement Ordinance, as amended (2) Bid Announcement/Advertisement (3) Special Terms and Conditions, (4) Instructions to Responders and Vendor Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.
- j) Florence County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- k) All vendors are informed that the Procurement Officer may exercise the County's option to extend the contract, (purchase order) under the provisions of County Code should such extension be mutually agreeable between the County and the selected vendor.
- l) The Bidder agrees to secure at Bidder's own expense all personnel necessary to carry out Bidder's obligations under this Bid. Such personnel shall not be deemed to be employees of the County nor shall they or any of them have or is deemed to have any direct contractual relationship with the County. The County shall not be responsible for withholding taxes with respect to the Bidder's compensation hereunder. Bidder shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except County shall make payment to Bidder for services as herein provided. Bidder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Bidder shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. State or Federal governments, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law. The County shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Bidder or his employees, agents, and servants by reason of this contract. The Bidder will carry liability insurance relative to any service that he performs for the County. A certificate of insurance must be submitted to the procurement office prior to services performed, with the requested coverage and limits per the County, with Florence County listed as additional insured.

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- m) The vendor will act in an independent capacity and not as officers or employees of the County. The vendor shall indemnify, defend and hold harmless Florence County, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents, or employees.
- n) The successful vendor shall indemnify and hold harmless the Florence County, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.
- o) It is the responsibility of the prospective bidder to review the entire invitation for bids packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received by the Procurement Department not less than five (5) days prior to the time set for bid opening. These requirements also apply to specifications or instructions that are ambiguous.
- p) Should any vendor fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, Florence County may terminate this contract, in whole or in part, and may consider such failure or non-compliance a breach/default of contract. The County, the County reserves the right to purchase any/all items or service in default on the open market. By submittal of a response all vendors agree to this provision. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.
- q) Florence County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.
- r) Unless specifically requested, submit one (1) copy of your response.
- s) In the event no funds are appropriated by Florence County for the goods or services in any fiscal year or insufficient funds exist to purchase goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- t) All submittals become the property of Florence County.
- u) All bids (and supporting documents) will be retained by Florence County for a period of one hundred twenty (120) days from the date the bids are opened, and no bid shall be received nor shall any bidder be allowed to withdraw a bid after the opening hour commences.
- v) S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

BID BOND (SURETY) REQUIREMENT

Bid Surety acts to protect the County from delays and expenses incurred in the lengthy competitive sealed bidding and competitive sealed bid processes, and provides the County with some financial assurance that should the bidder be awarded the project, the successful bidder will enter into the contract with the County. The successful bidder forfeits its Bid Surety in the event it cannot perform the work required by the invitations-for-bid or request-for-bids.

For all responses submitted with estimated project costs exceeding twenty-five thousand dollars (\$25,000.00), Bid Surety in the amount of at least five percent (5%) of the proposed project costs must be submitted with the response. Failure to satisfy this Bid Surety requirement will result in your bid being considered non-responsive and removed from further consideration for award of the subject contract. Bid Surety can be provided as discussed below.

BID SURETY OPTIONS:

Option A:

Bid Surety will not be required from Contractors that have been in business for five (5) consecutive years without filing for bankruptcy. A certificate or statement on business letterhead from the firm stating it meets this qualification will replace the bid surety and must accompany the bid. Bidders not meeting this requirement must furnish Bid Surety as discussed in Option B below.

Option B:

For all bidders not meeting the criteria of "Option A" above, a deposit in the amount of five percent (5%) of the proposed contract price must accompany the bid. These deposits shall take the form of a certified check, cashier's check or a surety bond executed by a corporate surety licensed under the laws of this state. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIREMENT.** The cashier's check or certified check shall be deposited to the County's account if the successful bidder fails to enter into the proposed contract. Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.

One of the above requirements must be met and submitted with for your response. Failure to satisfy this Bid Surety requirement will result in your response being considered non-responsive and removed from further consideration for award of the subject project's contract.

PAYMENT BOND REQUIREMENT

A Payment Bond must be submitted to the County by the successful responder (“Contractor”) once it has been awarded the contract. Payment Bonds encompass the prime Contractor’s obligation to pay subcontractor and others for material and labor used in the project. A Payment Bond guarantees that the Contractor will pay certain bills for labor and materials (including those from subcontractors and suppliers), which are associated with the subject contract. The Payment Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.

For all contracts submitted with costs exceeding twenty-five thousand dollars (\$25,000.00), a Payment Bond in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. Failure to satisfy this Payment Bond requirement will result in the Contractor being considered non-responsive and possibly removed from consideration for award of future County contracts. Payment Bond guaranty options are discussed below.

PAYMENT BOND GUARANTY OPTIONS:

For all contracts submitted with costs exceeding twenty-five thousand dollars (\$25,000.00), a Payment Bond guaranty in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This Payment Bond requirement can be satisfied utilizing one of the two options below:

(1) Option A:

The Contractor with the executed contract must submit a Payment Bond in the required amount discussed above and executed by a corporate surety licensed under the laws of this state. Contractors not meeting this requirement must furnish an alternative Payment Bond Guaranty as discussed in Option B below.

(2) Option B:

For all Contractors not meeting the criteria of “Option A” above, a deposit in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This deposit shall take the form of a certified check, or a cashier's check deposited with the County. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIREMENT.** Failure of the Contractor to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of this deposit.

One of the above requirements must be met and submitted by the successful Contractor with its proposed contract to the County. Failure to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of the Payment Bond guaranty.

Responders failing to enter the proposed contract and also post the required Payment Bond may be subject to Debarment or Suspension from future consideration for award of contracts.

PERFORMANCE BOND REQUIREMENT

A Performance Bond must be submitted to the County by the successful responder (“Contractor”) once it has been awarded the contract. The Performance Bond insures that the project will be completed even if the prime Contractor defaults or abandons the project. A Performance Bond guarantees contract performance by the Contractor, according to the contract specifications, terms and conditions. The Performance Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.

For all contracts submitted with costs exceeding twenty-five thousand dollars (\$25,000.00), a Performance Bond in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. Failure to satisfy this Performance Bond requirement will result in the Contractor being considered non-responsive and possibly removed from consideration for award of future County contracts. Performance Bond guaranty options are discussed below.

PERFORMANCE BOND GUARANTY OPTIONS:

For all contracts submitted with costs exceeding twenty-five thousand dollars (\$25,000.00), a Performance Bond Guaranty in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This Performance Bond guaranty requirement can be satisfied utilizing one of the two options below:

(3) Option A:


The Contractor with the executed contract must submit a Performance Bond in the required amount discussed above and executed by a corporate surety licensed under the laws of this state. Contractors not meeting this requirement must furnish an alternative Performance Bond Guaranty as discussed in Option B below.

(4) Option B:

For all Contractors not meeting the criteria of “Option A” above, a deposit in the amount of one hundred percent (100%) of the contract price must be submitted by the Contractor with the proposed contract to the County. This deposit shall take the form of a certified check, or a cashier's check deposited with the County. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIREMENT.** Failure of the Contractor to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of this deposit.

One of the above requirements must be met and submitted by the successful Contractor with its proposed contract to the County. Failure to satisfactorily fulfill its obligations under the subject contract shall result in the forfeiture of the Performance Bond Guaranty. Responders failing to enter the proposed contract and also post the required Performance Bond may be subject to Debarment or Suspension, as prescribed under Section 11-102 of the Florence County Code, from future consideration for award of contracts.

**HVAC SERVICE AGREEMENT FOR THE FLORENCE COUNTY LIBRARY
BID NO. 27-14/15**

FLORENCE COUNTY, SOUTH CAROLINA , a Body Politic and Corporate and a Political Subdivision of the State of SC	MAIL TO: Florence County Procurement 180 N. Irby Street County Complex MSC-R Florence, SC 29501	
SEALED BID NO. 27-14/15, HVAC Service Agreement for the Florence County Library.	HAND CARRY TO: Procurement Office, Room B-5 County Complex, 180 N. Irby Street Florence, South Carolina 29501	
Bids will be received at the Procurement Office, County Complex, 180 N. Irby Street, Rm. B-5 until Tuesday, June 16, 2015 at 9:45 a.m. (ET).	TELEPHONE NO. (843) 665-3018	
Then Publicly Opened in Rm. 210-C On Tuesday, June 16, 2015 at 10:00 a.m.	NOTE: PLEASE SUBMIT THE DETAILED BID SHEET ALONG WITH THIS BID SHEET!	

LEGAL COMPANY NAME: _____

D/B/A IF APPLICABLE: _____

MAILING ADDRESS: _____

PHYSICAL ADDRESS: _____

CITY-STATE-ZIP: _____

TELEPHONE NO: _____ **FAX NO:** _____

FEDERAL ID (TAX ID) NO: _____ **E-MAIL:** _____

AUTHORIZED SIGNATURE : _____

PRINTED NAME: _____

TOTAL BID PRICE:

\$ _____

Total Bid Amount in Words

HVAC SERVICE AGREEMENT FOR THE FLORENCE COUNTY LIBRARY
BID NO. 27-14/15

The Bidder declares their Bid Response is made without any connection with any other individual that may be submitting a Bid Response to this IFB and their Bid Response, in all respects, is fair and in good faith, without collusion or fraud, with another Bidder, representative or agent.

By submission of a response to this Invitation for Bid, the bidder agrees and certifies, to deliver all required services and perform all required work with the strictest conformance to meet or exceed the scope of services, specifications and minimum requirements contained within this Invitation to Bid.

All pricing is firm and will remain firm for at least ninety (90) calendar days from the time and date of the IFB submittal and opening. During this period, the Bidder may only withdraw their Bid Response by submitting a written request to Florence County and Florence County approving said written request.

The bidder agrees to abide by all conditions of this bid and verifies that he is authorized to sign this bid for the offerer. The bidder further states that the company affiliated with this bid currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

The Bidder, in compliance with the Invitation-To-Bid, and having examined the Project Documents, and being familiar with all of the conditions surrounding the proposed project, including the availability of materials, labor, and work site environmental conditions, hereby proposes to furnish all permits, labor, materials, supplies, and equipment and to perform the duties in accordance with the contract documents of which this Bid Form is a part.

The Bidder declares that he has read, understands, and accepts the Vendor Agreements and Instructions to Responders which are part of the bid documents.

The Bidder further proposes and agrees, if this Bid is accepted, to contract with Florence County, to furnish all permits, materials, equipment, tools, apparatus, means of transportation, and labor necessary hereto, and to complete the proposed project in full and complete accordance with the Project Documents, to the full and entire satisfaction of the Owner, at the prices listed in the Bid Schedule. The amounts listed on the Bid Schedule section of this Bid Form also include all costs associated with the compliance of all applicable State laws, local ordinances, and the rules and regulations of all authorities and professional association standards having jurisdiction over the project or the materials used throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Unit prices and/or lump sums are shown in the Bid Schedule section below. In case of error in extension, the Unit Price shall govern rather than the Amount. Where Lump Sum Amounts are bid, the amount for each bid item shall govern rather than the total of any several items.

HVAC SERVICE AGREEMENT FOR THE FLORENCE COUNTY LIBRARY
BID NO. 27-14/15

STATE OF SOUTH CAROLINA)
)
XX-14/15
COUNTY OF FLORENCE)

SAMPLE CONTRACT NO.

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this XX day of XXXXXXXXXX, 2015 by and between the **COUNTY OF FLORENCE**, South Carolina, a body politic and corporate under the State of South Carolina (hereinafter the "County") and XXXXXXXXXXXXXXXXXX, the address of which is XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (hereinafter the "Contractor"), for and in consideration of the mutual covenants herein set forth, and in consideration of services stated herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

- 1.1 This Contract shall include the County's Invitation to bid no. XX-14/15 including the scope of service, all addendum issued (if any), the Contractor's submitted bid response, and all forms required in the bid documents. All these documents specified in this Article 1 are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract" or "Contract Documents"). Change orders issued hereafter and any other amendments properly executed by the County and the Contractor shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents.
- 1.2 Contractor shall comply with all applicable Federal, State, and Local laws which may be applicable to any aspect of its activities under this Contract. By entering into this Contract, Contractor affirmatively warrants that the Contractor, to the best of its knowledge, information, and belief, is currently in compliance with all applicable Federal, State, and Local laws and further warrants that during the term of this Contract, Contractor shall remain in compliance therewith.

ARTICLE 2
SCOPE OF SERVICES

The Contractor shall perform XXXXXXXXXXXX Services for the County. All of the services required, implied, or reasonably inferable from this Contract include, but is not limited to, the following:

HVAC SERVICE AGREEMENT FOR THE FLORENCE COUNTY LIBRARY
BID NO. 27-14/15

- 2.1 The Contractor will complete the entire services described in the contract documents, in accordance with the terms herein, and the Scope of Services, all as may be amended from time to time.
- 2.2 Contractor shall furnish any and all required insurance certificate(s) and endorsement(s) as requested by the County for the entire term of the contact period.
- 2.3 Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for XXXXXXXXXXXXXXXX as stated in the scope of work of Bid No. XX-14/15 and the Contractor's response to Bid No. XX-14/15.
- 2.4 Coordination of the Work and administration of this Agreement shall be by the Florence County XXXXXXXX Department Director or his designee.

ARTICLE 3
TERM OF AGREEMENT

- 3.1 The County hereby contracts with Contractor to provide those services specified herein for a period of one (1) year with the option to renew the contract for four (4) additional years, one year at a time, upon the mutual agreement of both parties.
- 3.2 The initial term of the contract shall begin on XXXXXXX, XX, 2015 and expire on XXXXXXX XX, 2016. Before the start of each annual term, Florence County reserves the right to either renew this service or procure for such service thru the solicitation process.
- 3.3 Contractor expressly acknowledges that time is of the essence in completion of this Agreement and that the time limits and dates herein are critical components of the Agreement. Contractor warrants and represents that it has taken these facts into consideration and has determined that it can complete the work within these time limits, including time for likely delays caused by weather or from other sources. Contractors will not be compensated for any delays beyond the time set forth herein. Contractor's only remedy for delays may be an extension of time due to extraordinary circumstances only.

ARTICLE 4
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the County and the Contractor agree as follows:

- 4.1 This Contract constitutes the entire and exclusive agreements between the parties with reference to the service, and said Contract supersedes any and all prior discussions, communications, representations, understanding, negotiations, or agreement.
- 4.2 Anything that may be required, implied or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the stated Contract Price.
- 4.3 Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the County and any person except the Contractor.
- 4.4 When a word, term or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted industry meaning; and third if there is no generally accepted industry meaning, according to its common and customary usage.
- 4.5 The words “include,” “includes,” and “including,” as used in this Contract, shall be deemed to be followed by the phrase, “without limitation”.
- 4.6 The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract.
- 4.7 In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:
 - 4.7.1 As between this document and the scope of services or specifications, this document shall govern.
 - 4.7.2 In the case of any conflict, discrepancy or inconsistency among any of the other Contract documents, the Contractor shall notify the County immediately upon discovery of the same.

ARTICLE 5
PRICE AND CONTRACT PAYMENTS

- 5.1 The County shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder in the amount not to exceed **XXXXXXXXXXXXXXXXX dollars per XXXX (\$XXX.XX). The price per ton shall constitute the Contract Price.**
- 5.2 The County shall pay invoices submitted by the Contractor and approved by the County of Florence within 30 calendar days of such approval of the invoice.

ARTICLE 6
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in the Contract Documents, the Contractor shall have and perform the following duties, obligations and responsibilities to the County:

- 6.1 All services shall strictly conform to the requirements of this Contract. To that end the Contractor shall be solely responsible for and have control over the performance of all portions of the Services, unless otherwise specified in the Contract Documents.
- 6.2 The services shall be strictly supervised by the Florence County Public Works director or his designee, the Contractor bearing full responsibility for any and all acts, errors or omissions of those engaged in the services on behalf of the Contractor, including, but not limited to all subcontractors or employees.
- 6.3 The Contractor hereby warrants that all personnel furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that all materials and equipment provided (if any) shall be new or like new (unless otherwise specified) and of high quality, that the completed services will be complete, of high quality, without defects, and that all services strictly complies with the requirements of this Contract. Any services not strictly complying with the requirements of this section shall constitute a breach of the Contractor's warranty.

ARTICLE 7
INDEMNITY

- 7.1 The Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of this Contract or arising from or related to the Services as follows:

- 7.2 Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed or retained by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County or its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract or arising from or related to the Services, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include without limitation, bodily injuries, death occurring to Contractor's employees and any person, directly or indirectly employed or retained by the Contractor (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, Contractor shall promptly defend any aforementioned action.
- 7.3 Notwithstanding any other term or provision of this Contract, Contractor shall only be liable for actual damages involved in any litigation between it and County and shall not be liable for any indirect, consequential or punitive damages. Furthermore, the aggregate liability under this Contract, if any, of either party to the other for claimed losses or damages shall not exceed \$20,000,000. This provision applies to the fullest extent permitted by applicable law.

ARTICLE 8

TERMINATION BY THE COUNTY

The County may terminate the Contract in accordance with the following terms and conditions:

- 8.1 The County can terminate without cause with a 30-day written notice. Upon receipt of the written termination notice, services and billing shall be immediately discontinued unless the notice directs otherwise, and all expenses incurred up to that time will be due the contractor upon valid documentation justifying such expenses.
- 8.2 Termination due to the failure to fulfill the Contractor's obligations may cause the County to take over the services and prosecute the same to completion by Contract or otherwise. In such case, the contractor shall be liable to the County for any additional cost occasioned to the County thereby.
- 8.3 The rights and remedies of the County provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

- 8.4 Notwithstanding any other provision contained herein, any violation or breach of terms of this Contract on the part of the Contractor or their subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

ARTICLE 9
INSURANCE

- 9.1 The successful firm(s) shall procure and maintain insurance for protection from claims under workers' compensations acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any and all employees or of any person other than such employees; claims for damages because of injury to or destruction of property, including loss of use resulting therefrom; claims caused by professional errors, acts, or omission; and any other insurance prescribed by law. The successful firm shall name Florence County, South Carolina, its elected and appointed officials, officers, and employees "Additional Insured" as their interests may appear but only with respect to services performed or provided by successful firm on behalf of the County under Consultant's commercial general liability insurance policy.
- 9.2 The successful firm shall, within 10 calendar days of the full execution of any contract, provide the County's Procurement Officer with a certificate(s) of insurance evidencing the coverage required above and containing an endorsement to the effect that any cancellation or non-renewal shall not be until 10 calendar days after the insurer or the selected firm gives written notice to the County.
- 9.3 Without limiting the provisions of paragraph above, the selected firm shall during the term of any contract resulting from this purchase and maintain insurance with limits not less than those set forth below: The successful firm(s) shall take out and maintain, during the life of the contract agreement, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than \$1,000,000.00, and in case any such services are sublet, the firm(s) shall require all subcontractor(s) also to provide workers' compensation and employer's liability insurance in an amount not less than \$1,000,000.00 for all of the subcontractor's employees to be engaged in such.
- 9.3.1 Employer's Liability Insurance - \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 disease each employee.
- 9.4.2 Commercial General Liability Insurance - \$1,000,000 per occurrence (bodily injury and property damage) / \$1,000,000 general aggregate.

HVAC SERVICE AGREEMENT FOR THE FLORENCE COUNTY LIBRARY
BID NO. 27-14/15

- 9.4.3 Automobile Liability Insurance - \$1,000,000 combined single limit (bodily injury and property damage), each accident.
- 9.4.4 Professional Liability Insurance - \$1,000,000 per claim / \$1,000,000 general aggregate
The selected firm shall require any subconsultants (if any) to purchase and maintain insurance with limits not less than those required above to be purchased and maintained by the selected firm. In addition, the selected firm shall require any subconsultants (if any) to assume the selected firm's indemnification obligations under any contract resulting from this RFP to the extent they relate to the subconsultant's obligations under any contract with the selected firm.

**ARTICLE 10
ENTIRE AGREEMENT**

Any modification to this Contract must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the County's authority to issue changes.

**ARTICLE 11
SEVERABILITY**

If any term or condition of this Contract or application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be give effect without the invalid term, condition, or application. To this end, the terms and conditions of this Contract are agreed to be severable.

**ARTICLE 12
WAIVER**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach, and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this Contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

**ARTICLE XX
NOTICES**

All notices to each party to this Contract shall be in writing, and sent as follows party representatives or their designee:

HVAC SERVICE AGREEMENT FOR THE FLORENCE COUNTY LIBRARY
BID NO. 27-14/15

To County:

Patrick D. Fletcher, Procurement Director
Florence County
180 North Irby Street, MSC-G
Florence, SC 29501
Telephone: (843) 665-3018
Fax: (843) 843-664-9668
E-Mail: pfletcher@florenceco.org

To Contractor:

XXXXXXXXXXXXXXXXXXXXX
Attn: XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXX, XXX XXXXX
XXX-XXX1-XXXX
E- Mail: XXXXXXXXXXXXXXXX@XXXXXX

All notices, demands, requests, consents or approvals that may or are required to be given by any party to another shall be in writing and shall be deemed given if: (i) served personally by hand delivery; (ii) sent by nationally-recognized overnight courier with return receipt; or (iii) sent by Unites States registered or certified mail, by depositing the same in the United States Mail in the continental United States, postage prepaid, return receipt requested and addressed to such other party at the address specified above or at such other place as such other party may from time to time designate by notice in writing to the other parties hereto. Rejection or other refusal to accept a notice, demand, request or consent, or the inability to deliver because of a changed address, of which no notice was given, shall be deemed to be actual receipt thereof. In the event given by registered or certified mail, such notice, demand, request, or consent so mailed shall be effectively conveyed upon receipt or shall be presumed to have been effectively conveyed and received by the addressee 72 hours after deposit of same in the mail, whichever first occurs.

**ARTICLE 14
APPLICABLE LAW**

The laws of South Carolina shall govern this Contract. In any litigation arising under this Contract, all such litigation shall be litigated in the Circuit Court within the Twelfth Judicial Circuit Court of Florence County, South Carolina. Without limitation upon the prevailing party's rights to recovery such fees and costs, the relevant provisions of Section 15-37-10 et seq. of the Code of Laws of South Carolina (1976, as amended) shall apply to this Article, as the case may warrant. This Contract is **not** subject to arbitration.

HVAC SERVICE AGREEMENT FOR THE FLORENCE COUNTY LIBRARY
BID NO. 27-14/15

**ARTICLE 15
SUCCESSOR AND ASSIGNS**

Each party binds itself, its successor, assigns, executors, administrators or other representative to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the County

IN WITNESS WHEREOF, the parties have executed this Agreement in two originals on the day and year first written above.

WITNESS:

FOR CONTRACTOR:

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Federal Tax I.D. No.: _____

FOR FLORENCE COUNTY:

Patrick D. Fletcher, CPPB
Procurement Director

K. G. (Rusty) Smith
Florence County Administrator