

**FAIRFIELD COUNTY COUNCIL
SOLICITATION**

RFB: **0604 Generator Preventative Maintenance**
 DATE ISSUED: **05/9/2024**
 Procurement Officer: **Cathy Washington**
 Phone: **(803) 635-1415**
 E-Mail Address: **cathy.washington@fairfield.sc.gov**

SUBMIT OFFER BY: **June 4, 2024 / 10:00 A.M.**
QUESTIONS MUST BE RECEIVED BY: **May 24, 2024 / 10:00A.M.**
NUMBER OF COPIES TO BE SUBMITTED: **1**

Offers 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:

<p><u>MAILING ADDRESS:</u> FAIRFIELD COUNTY COUNCIL P. O. DRAWER 60 WINNSBORO, S.C. 29180</p>	<p><u>PHYSICAL ADDRESS:</u> FAIRFIELD COUNTY COUNCIL PURCHASING DEPARTMENT 250 N Walnut St., WINNSBORO, S. C. 29180</p>
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CONFERENCE TYPE:	LOCATION
DATE & TIME:	

You must submit a signed copy of this form with Your Offer. By submitted 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 thirty (30) calendar days after the Opening date.

NAME OF OFFEROR (Full legal name of business submitted the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity(federal, state, or local) <input type="checkbox"/> Other _____
AUTHORIZED SIGNATURE		
(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME	DATE SIGNED	

Instructions regarding Offeror's name: Any award 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. 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.

STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)	
TAXPAYER IDENTIFICATION NO.	STATE VENDOR NO.

HOME OFFICE ADDRESS (Address for offeror's home office/principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)			
	Area Code	Number	Extension	Facsimile
	E-mail Address			

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
Payment Address same as Home Office Address Payment Address same as Notice Address (check only one)	Order Address same as Home Office Address Order Address same as Notice Address (check only one)

Fairfield County Council
Procurement Department
P. O. Drawer 60
Winnsboro, South Carolina 29180
(803) 635-1415 Ext. 4042
Fax (803) 635-5969

REQUEST FOR BID

Fairfield County is soliciting competitive sealed bids for the Generator Preventative Maintenance and Repair services.

Specifications and other information may be obtained from the Fairfield County Purchasing Department, 250 N. Walnut St., Winnsboro, South Carolina or, by telephoning (803) 635-1415, or website www.fairfieldsc.com.

Sealed bids, clearly marked **RFB 0604 Generator Preventative Maintenance** will be accepted on **June 4, 2024, until 10:00 A.M. SHARP** by the Purchasing Department, at the above address at that time they will be publicly **OPENED** and **RECORDED INTO THE RECORDS.**

Fairfield County reserves the right to accept or reject any or all proposals, consequently, awarding a bid deeming in the best interest of the County.

Cathy Washington
Director of Procurement

PURPOSE

Fairfield County, South Carolina (the "**County**") requests bids from qualified, licensed vendors specialized in providing heating and air services to furnish all professional services, equipment, labor and materials necessary to provide a preventative maintenance and repair plan for the heating and cooling systems in Fairfield County-owned facilities located throughout the County.

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. After which, only the names of the respondents will be publicly announced. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the Offeror's name, address, and the solicitation name and number.

This solicitation does not commit Fairfield County to award a contract, to pay any costs incurred in the preparation of proposals submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so. Questions regarding this solicitation must be submitted via email to Cathy Washington, Director of Procurement cathy.washington@fairfield.sc.gov **no later than 10:00am on June 4, 2024.**

SCOPE OF WORK

Fairfield County proposes to establish an agreement with a qualified and licensed service provider to high quality Generator Preventative Maintenance and repairs. The agreement shall be between Fairfield County and the successful Offeror.

DELIVERY OF SERVICES:

1. Fairfield County proposes to enter into an agreement with a contractor to provide preventative maintenance and repairs on the Emergency Generators at thirteen (13) locations and fourteen (14) units throughout the County.

THIS PROJECT CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND TRANSPORTATION NECESSARY TO PROVIDE GENERATOR PREVENTATIVE MAINTENANCE AND SERVICES AT LOCATIONS LISTED AND DESCRIBED HEREIN.

2. The Contractor shall inspect the equipment listed in accordance with the specifications set forth in the Inspection and Preventive Maintenance Checklist (attached).
3. The Contractor shall maintain service records on all maintenance and repairs, including oil and coolant sampling.
4. The Contractor shall properly dispose of used oil and filters generated by our services, leaving our portion of your job site environmentally clean.
5. All work done on generators will carry a one-year warranty on parts and labor.
6. The Contractor shall perform additional work as authorized. Such work will be based on rates for field service as listed herein.

7. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Fairfield County.
8. Any repair service above and beyond preventative maintenance will require an estimate being submitted to Fairfield County before any work is performed. The cost of providing the estimate will be at no charge to the Fairfield County.
9. **Upon arrival at the site the Contractor shall notify Maintenance Director, Cynthia Trapp at 803-718-0119 or person in charge and after each scheduled or emergency call, before leaving the job site confirm that systems are operating correctly, then present a written summary of the work performed and obtain a signature of the work completed.**
10. The Contractor shall prepare a report of each service visit to be signed by the customer's representative and copied to Fairfield County.
11. All work must be performed in such a manner as not to inconvenience building occupants. The Contractor shall conduct his work so as to interfere as little as possible with Fairfield County business, determine the County's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
12. The Contractor shall secure all permits, inspections and licenses necessary for the execution of his work.
13. The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner within the time specified. The Contractor shall complete the entire work to the satisfaction of the County and in accordance with the specifications herein mentioned, at the price herein agreed upon. All the work, labor, and equipment to be done and furnished under this contract, shall be done and finished strictly pursuant to, and in conformity with the specifications described herein and any directions of the County representatives as given from time to time during the progress of the work, under the terms of this contract.
14. The Contractor shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
15. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements or other causes.
16. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract.
17. Fairfield County reserves the right to terminate this contract at any given time with a 30 day written notice.

PREVENTATIVE MAINTENANCE:

Preventative maintenance service will include complete service generators on a monthly basis. A full report of each unit addressing any concerns or issues shall be provided upon the completion of the inspection.

SERVICE RESPONSE TIME

1. This service program should provide **emergency** response time 24 hours per day, seven days per week and 365 days per year.
2. **Non-Emergency** requests for services are to be responded to no more than 24 hours from when the request for service is made.
3. Bidder shall provide all of the transportation, equipment and labor needed to complete all necessary repairs due to service calls (emergency and non-emergency).

EQUIPMENT REPAIR

1. Equipment covered by original equipment manufacturers (OEM) warranty will be repaired under warranty first IN ALL CASES. Repairs required outside of OEM warranty will be repaired under the terms and conditions of this agreement first. All components deemed defective will be replaced with new OEM-approved parts or equivalent.
2. If during the preventative/scheduled maintenance services the proposer determines the need for repair and/or replacement of parts, the scope of which extends beyond the assigned preventative/scheduled maintenance tasks, the service provider shall promptly notify the Maintenance Director. Any parts required AND approved by the Maintenance Director, will require his express, written signature.
3. Any damage to a facility as a result of the service provider or his/her work will be the responsibility of the service provider to repair as required and supervised by the County's Maintenance Director at the service provider's expense.
4. **Generators shall be serviced twice a year, spring and fall of the year.**

EXCEPTIONS

1. Non-routine installations or repairs that will cost in excess of \$2,500 must be approved by the Maintenance Director and will require issuance of a PURCHASE ORDER by the County Procurement Department. **Invoices for repairs/parts issued in excess of \$2,500 WITHOUT REFERENCING A PURCHASE ORDER NUMBER WILL NOT BE PAID, UNTIL SUCH TIME A PURCHASE ORDER IS ISSUED.**

SPECIFIC TERMS

1. **Changes:** The pricing for the first 12 months of the contract shall remain as bid for the entire 12 months. Changes in the number of units to be serviced will require a contract amendment. **The bidder shall submit a price change request to the County Procurement Department detailing the additional services required, as well as the additional associated costs. If approved, the Procurement Department will issue a contract amendment for signature.**
2. **Renewals:** This contract shall be for 3 years, with one (1) year calendar renewal periods. **Any prices increases for subsequent years must be submitted to the Procurement Department no later than 60 DAYS PRIOR TO RENEWAL DATE IN ORDER TO BE CONSIDERED.**

3. **Licenses:** Bidder MUST be licensed by the State of South Carolina to perform service. There will be no exceptions. All services are to be performed in accordance with all Federal, State, County and City regulations and any changes thereto for the duration of the contract. (Note: A Town of Winnsboro Business License will be required by Bidder in order to perform maintenance on units located within Town of Winnsboro City limits.)
4. **Proof of Licensing:** Bidder shall submit proof of professional license, insurance and city business license upon award. Bidders who do not have a Town of Winnsboro Business License will be required to license their business upon award of contract, and subsequently provide proof of licensing to the Procurement Department.

GENERAL BID CONDITIONS

1. INSTRUCTIONS TO BIDDERS:

Proposals shall be publicly opened at **10:00 A.M. (SHARP)** on **June 4, 2024** as indicated in the invitation to Bid and shall be conducted in the “FAIRFIELD COUNTY GOVERNMENT COMPLEX BUILDING, 250 N WALNUT ST. WINNSBORO, SC 29180, IN THE CONFERENCE ROOM.

- b. Sealed bids shall be enclosed and secured in an envelope. The name and address of the bidder shall be displayed on the envelope. Bids shall be addressed to the Director of Purchasing, PO Drawer 60, Winnsboro, South Carolina 29180. Hand carried bids shall be delivered to the Purchasing Department, 250 N Walnut St., Winnsboro, South Carolina 29180.
 - c. Bids shall be submitted no later than 10:00 A.M. in the place and manner as described in paragraph 1b above and on the date indicated by the invitation to Bid. Bids received after this time is considered late bids. Late bids shall not be considered, unless the delay was caused by improper handling by the District employees.
 - d. The County shall not accept responsibility for unidentified bids.
 - e. In the event that a bid is unintentionally opened prior to the official time set for the bid opening, the employee opening such bid shall immediately inform the Director of Purchasing or her assistant who shall, in the presence of another of equal rank or above, immediately contact the vendor submitting the bid.
 - f. The vendor so contacted will be informed as to the circumstances and shall be invited to come to the office of the Director of Purchasing to reseal and submit or withdraw the bid. If the vendor elects to reseal and submit the bid, such vendor shall be required to sign, date and indicate the time of resealing on the bid envelope. If the vendor directs the Purchasing Department to reseal the bid, both the employee making the contact to the vendor and the district witness present, shall sign, date and indicate the time of sealing on the bid envelope.
 - g. In the event that the Purchasing Department is directed by the vendor to return the bid, a statement properly witnessed stating the action taken and when, shall be duly filed.
 - h. All prices and quotations shall be entered in ink or typewritten and shall remain firm for not less than thirty (30) days from the date of the bid. Mistakes may be crossed out and corrections inserted adjacent there to and shall be initialed in ink by the person signing the bid. The bidder shall insert the net price per stated unit and the extension against each item, which he/she proposed to deliver. The price shall include in the grand total column all delivery charges, installation and applicable taxes when necessary.
2. TAXES: When applicable, South Carolina sales tax shall be shown as a separate entry on the bid total summation. In other words, there shall be a bid subtotal with South Carolina tax added in to create a grand total. When required, exemption certificates shall be furnished on forms provided by the vendor.

3. PROPRIETARY INFORMATION: Bidders shall visibly mark as “CONFIDENTIAL” each part of their bid which considers proprietary information. Price may not be considered confidential proprietary information.
4. AMBIGUOUS BIDS: Bids which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
5. COVENANT AGAINST CONTINGENT FEES: The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Fairfield County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
6. BIDDER’S QUALIFICATIONS:
 - a. Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgement of the District are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.
7. ACKNOWLEDGEMENT OF AMENDMENTS TO INVITATION FOR BIDS:
 - a. Bidders shall acknowledge receipt of any amendments to this solicitation either by signing and returning one (1) copy of the amendment or by letter or by telegram or by fax.
 - b. Fairfield County must receive the acknowledgment by the time, date, and at the place specified for receipt of bids.
8. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin and/or physical handicap.
9. EXPLANATION TO PROSPECTIVE BIDDERS:
 - a. Any prospective bidder desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective bidders before submission of their bids.
 - b. Oral explanation and/or instructions given before the award of the contract shall not be binding.
 - c. Any information given to a prospective bidder pertaining to this solicitation shall be furnished promptly to other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.
10. AWARDING POLICY: The County reserves the right to select and award on an individual item basis, lot (group) basis or an “all or none” basis, whichever the County determines to be most advantageous. Therefore, individual prices per item must be indicated on the bid for. Bidders are encouraged to offer discounts for consideration of consolidated award. Furthermore, the County in

determining the lowest responsible bidder on each of the items shall consider, in addition to the bid prices, the quality, training, suitability and adaptability of the services required by this solicitation. The County reserves the right to reject or accept any or all bids and to waive any informalities and/or irregularities thereof.

In the event that identical bids are received on like items, the Director of Purchasing, subject to the approval of the County Administrator, shall award bids by whichever of the following procedures is deemed most appropriate under the circumstances:

- a. Award to the firm whose primary business establishment is physically located:
 1. within the boundaries of Fairfield County; and
 2. within the boundaries of the State of South Carolina.
 - b. If all of the above are equal, the County shall award by a toss of a coin with all interested parties given an opportunity to witness. The County shall have a minimum of two witnesses for the coin toss.
11. **WITHDRAWAL OF BIDS:** Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. No bid shall be withdrawn for a period of thirty (30) days after the schedule closing time for the receipt of bids. The County reserves the right to award contracts for a period of thirty (30) days.
 12. **INSURANCE REQUIREMENTS:** All vendors who provide Fairfield County with services on County property will be required to submit General Liability Insurance in the amount of not less than \$1,000,000.00 of coverage, with Fairfield County specifically listed as an additional insured. All vendors who provide Fairfield County with services will also provide worker's compensation insurance, regardless of the number of employed persons at its organization. Failure to provide either requested policies will deem the vendor to be non-responsive. Vendors will provide these policies before commencing work on the project.
 13. **ACCIDENTS:** The vendor shall hold the County harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of this contract. In case any action is brought against the County or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his failure to do so after proper notice, the County reserves the right to defend such motion and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
 14. **STATEMENT OF COMPLIANCES AND ASSURANCES:** By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.
 15. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself/herself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or contract.

16. FAILURE TO SUBMIT BID: Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specified otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future consideration for similar requirements. If a recipient does not submit a bid or fails to respond by submitting a “no bid” for three (3) consecutive bids for the same commodity, they shall be removed from the applicable vendor list.
17. EXAMINATION OF RECORDS:
- a. The County Administrator of Fairfield County or his duly authorized representative(s) and/or duly authorized representative(s) from the office of the County Auditor shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Contractors’ directly pertinent books, documents, papers or other records involving transactions related to this contract.
 - b. He/She agrees to include in first-tier subcontracts under this contract a clause to the effect that the County Administrator of Fairfield County or his duly authorized representative(s), and/or duly authorized representative(s) from the office of the County Auditor shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractors’ directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).
18. MATERIALS REQUIRED: Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment which may be defective or fail to comply with specifications and without validating the remainder of the order.
19. PACKING AND DELIVERY: All shipments shall be FOB to the County locations specified. Purchase order numbers and/or contract numbers(s) as appropriate, must be clearly stated on each carton or package.
20. “OR APPROVED EQUAL” CLAUSES: Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words “or approved equal”. Such method of description is intended merely as a means of establishing a standard of comparison. However, the County reserves the right to select the items which, in the judgment of the County, are best suited to the needs of the County, based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size, type, weight, color, etc., of the item bid if not exactly the same as the item specified. Vendor’s stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from that specifically mentioned in the specifications, he/she shall submit with his bid the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the County to compare the material specified; and, such material will be given due consideration. The County reserves the right to insist upon and receive the items as specified, if the submitted items do not meet the County’s standards for acceptance.
21. PATENTS: The vendor shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or uncopyrighted composition, secret process, article or appliance furnished or used under this bid.

22. INSTALLATION: Where equipment is called for to be installed under this bid, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the County. The vendor shall be responsible providing an appropriate amount of lead-in to equipment requiring electrical, water or other basic service. The County will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packing, crating, and other letter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her equipment.
23. GUARANTEE: The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty material is discovered during the guarantee period, the vendor shall, immediately, upon notification by the County, proceed at his/her own expense, to repair or replace the same, together with any damage to all finishes, equipment, and furnishings that may have been damaged as a result of the defective equipment or workmanship.
24. PROPER INVOICE: Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
- Name of business concern
 - Contract number or other authorization for delivery of service or property
 - Complete description
 - Price and quantity of property or service actually delivered or executed
 - Shipping and payment terms
 - Name where applicable
 - Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and.
 - Other substantiating documentation of information as required by the contract.
25. TIME OF COMPLETION: Date of delivery shall be a consideration factor in the awarding process. The bidder shall include with his/her bid delivery dates for each item as requested, and shall furnish all items in accordance with the bid solicitation unless an extension was granted by the County in writing.
26. SERVICE FACILITIES: In considering the equipment bid upon, the County shall take into consideration past performance of existing installations, service and maintenance facilities provided by the bidder. The bidder shall have available a local service organization that is trained in the proper servicing of equipment.
27. LIQUIDATED DAMAGES: Should the Contractor fail to complete the contract within the established time limit, or at the later date as authorized in writing by the Director of Purchasing, he/she shall pay liquidated damages in the sum of one hundred dollars (\$100.00) per day.
28. S.C. LAW CLAUSE: Upon award of a contract 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 as to all matters and disputes arising or to arise under the contract and the

performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

29. COMPETITION: There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the United States Government Contract price without any liability because the State is exempt from provisions of the Robinson-Patman Act and other related laws.
30. EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs of the failure to perform the contract arise 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 the 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 or 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 the required delivery schedule.
31. ASSIGNMENT: No contract may be assigned, sublet, or transferred without a written consent of the Director of Purchasing.
32. SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful bidder shall be held responsible thereof.
33. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:
 - a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) or on or adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by any careless operation of equipment, or by workman, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the District representative(s).
 - b. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the County representatives(s) may recommend that the necessary work be performed and charge the cost to the Contractor.

34. Documentation contained in Section “D” shall be completed and submitted along with the Proposal.
35. TERMINATION: Subject to the provisions below, the contract may be terminated by the Director of Purchasing providing a thirty (30) day advance notice in writing is given to the Contractor.
- a. Termination for Convenience.
In the event that this contract is terminated or cancelled upon request and for the convenience of the County without the required thirty (30) day advance notice, then the County shall negotiate reasonable termination costs, if applicable.
 - b. Termination for Cause.
Termination by the County for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in this bid shall apply.
36. DEFAULT: In case of default, the County reserves the right to purchase any or all items in open market, charging the Contractor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting contractor shall be considered until the assessed charge has been satisfied.

SECTION D

SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

CONTRACTOR CERTIFICATION

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, Contractor Name () hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with Name Of Owner (“Fairfield County”).

Contractor hereby acknowledges that in order to comply with requirements of S.C. Code Annotated Section 8-14-20(B), it will:

1. Register and participate in the federal work authorization program (E-Verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification the employment authorization of all new employees.

OR

2. Employ only workers who:

- a. Possess a valid South Carolina driver’s license or identification card issued by the South Carolina Department of Motor Vehicles; or
- b. are eligible to obtain a South Carolina driver’s license or identification card in that they meet the requirements set forth in S.C. Code Annotated Sections 56-1-40 through 56-1-90; or
- c. possess a valid driver’s license or identification card from another state where the license requirements are at least as strict as those in South Carolina, as determined by the South Carolina Department of Motor Vehicles

Contractor agrees to provide to Owner any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the Contractor, subcontractor, or sub-subcontractor. Contractor further agrees that it will provide Owner with any documentation required to establish that the Contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated.

Date: _____ By: _____

Title: _____

Section 3 Business Self-Certification

BASIC INFORMATION

1. Company Name: _____

2. Company Address: _____

City _____ State _____ Zip _____ County _____

3. Telephone Number: _____ Fax Number: _____

Email address: _____

4. Contractor's License: Class A B C N/A License Number: _____

5. Business License _____ Number Federal ID Number _____

6. Type of Business: _____

TYPES OF SECTION 3 BUSINESS ENTERPRISES

Please check "Yes" or "No". If you answer "YES" to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

1. 51% or more of your business is owned by a Section 3 residents*; or

Yes No

Attach list of Section 3 owners and income certifications

2. At least 30% of your full time employees include persons that are currently Section 3 residents*, or within three years of the date of first employment with the business concern were Section 3 residents; or

Yes No

Attach list of employees, Section 3 employees, and self certifications

3. You can provide evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Yes No

Attach list of subcontracted businesses, types and amounts

VERIFICATION - *The company hereby agrees to provide, upon request, documents verifying the information provided on this form.*

I declare and affirm under penalty of law that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status.

Signature of Business Owner or Authorized Representative: _____

Signature: Date: _____

Attested by: Date: _____

*Section 3 resident is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

References for: _____

Bidders shall provide references on this form.

1. Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

2. Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

3. Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

4. Firm Name _____

Contact _____

Title _____ E-mail _____

Mailing Address _____

Phone _____ Fax _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Fairfield County
Units Locations and Equipment

Location: Fairfield County Fire/EMS station (2091 Peach Road Ridgeway, SC)

Unit #	Building	Model #	Serial #	Kw size	Annual Cost	Hourly charge service call
1	Fire/EMS	Bridges & Stratton 076031	1018780158	50		

Location: Fairfield County Governmental Complex (350 Columbia Road Winnsboro, SC)

Unit #	Building	Model #	Serial #	Kw size	Annual Cost	Hourly charge service call
2	Old Admin.	MTU 80GSG (8.1L)	2017245/ 8P1L09565	80		

Location: Public Works (2067 US Highway 321 Bypass N Winnsboro, SC)

Unit #	Building	Model #	Serial #	Kw size	Annual Cost	Hourly charge service call
3	Radio Tower	Winco PSS12H4WD	138245L09	12		

Location: Fairfield County Commerce (158 Blue Granite Parkway, Ridgeway , SC)

Unit #	Building	Model #	Serial #	Kw size	Annual Cost	Hourly charge service call
4	Commerce	Cummins ONAN 30GGMC-A040E485	L120431159	30		

Location: Fairfield County HON (Maintenance /EMS/E911) (100 Tidewater Drive Winnsboro, SC)

Unit #	Building	Model #	Serial #	Kw size	Annual Cost	Hourly charge service call
5	HON	Bridges & Stratton 07031	1018688779	50		
6	HON	Cummins Onan 50GGPC-A040E505	J110266710	45		

Location: Fairfield County Detention Center (10 Faith Lane Winnsboro, SC)

Unit #	Building	Model #	Serial #	Kw size	Annual Cost	Hourly charge service call
7	Detention Center	DMT 200JDB	97205986-1	80		

Location: Fairfield County Judicial Center (115A S. Congress Street Winnsboro, SC)

Unit #	Building	Model #	Serial #	Kw size	Annual Cost	Hourly charge service call
8	Judicial Center	Cummins 20GGMA- A040E492	F110225195	20		

Location: Fairfield County Complex (250 N Walnut Street, Winnsboro, SC)						
Unit #	Building	Model #	Serial #	Kw size	Annual Cost	Hourly charge service call
9	Administration	SG0100GG269.0N18H PYYE	3008522182			
Location: Fairfield County Fire/EMS Station (7174 State Hwy 215 S. Jenkinsville, Winnsboro, SC)						
Unit #	Building	Model #	Serial #	Kw size	Annual Cost	Hourly charge service call
10	Jenkinsville Fire/EMS	Generac SG130	3000354685			
Location: Fairfield County Fire Station (110 Winter Street, Winnsboro, SC)						
Unit #	Building	Model #	Serial #	Kw size	Annual Cost	Hourly charge service call
11	Community Fire	Spectrum 30GS60	394442			
Location: Fairfield County Fire Station (350 S Palmer Street, Ridgeway, SC)						
Unit #	Building	Model #	Serial #	Kw size	Annual Cost	Hourly charge service call
12	Ridgeway Fire	Generac SG080	3000354686			
Location: Fairfield County Fire Station (5364 Newberry Rd., Winnsboro, SC)						
Unit #	Building	Model #	Serial #	Kw size	Annual Cost	Hourly charge service call
13	Lebanon Fire	Generac G0071780	3005516943			
Location: Fairfield County Coroner (315 S Congress St, Winnsboro, SC)						
Unit #	Building	Model #	Serial #	Kw size	Annual Cost	Hourly charge service call
14	Coroner	Cummins 30GMC— A040E485	A120293213			