

CITY OF EASLEY STATE OF SOUTH CAROLINA



**SEALED BID
July 23rd 2025**

West End Hall – Phase 1 HVAC Enhancement for Main Theater

The City of Easley (“the city”) is requesting sealed bids to identify vendors, to ensure that it is receiving the optimum level of services at a competitive price.

Responses shall be returned on or before September 10th, at 3:00 PM EST



**CITY OF EASLEY STATE OF SOUTH CAROLINA
SEALED BID**

**West End Hall – Phase 1
HVAC Enhancement for Main Theater
201 S. Fifth Street, Easley, SC 29640**

The City of Easley will receive SEALED BID for the **West End Hall – Phase 1 - HVAC Enhancement for Main Theater** until 3:00 PM EST on the **September 10th 2025**, at The City of Easley's City Hall Council Chambers – 205 North First Street Easley, S.C. 29640 at which time and place all bids will be reviewed by the city and the contractor will be notified of an interview and then a contract will be awarded.

SUBMITTAL: One (1) original and one copy of all requested documentation must be received by the city on or before **3:00 PM EST, September 10th 2025**

MARK ENVELOPE: **West End Hall – Phase 1
HVAC Enhancement for Main Theater**

ADDRESSED TO: City of Easley
Attn: Christman Short and Mario DiPietro

MAILING ADDRESS: 111 Walkers Way, Easley, S.C. 29642

E-MAIL: cshort@cityofeasley.com and
mdipietro@cityofeasley.com

Any revisions to this Sealed Bid will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Request for Bids will be posted on the City of Easley website at: www.cityofeasley.com. **All should consult this website for updates before submitting bid.**

Significant Date Schedule

Prebid meeting	August 13 th 2025
Last day for Questions	August 27 th 2025
Response to Questions	September 3 rd 2025
Submittal of Bids	September 10 th 2025
Project Duration	30 Days from Notice to Proceed

DEADLINE ENFORCED

Bids received after the time and date set for receipt of bids WILL NOT be accepted and will be returned unopened to the contractor. It is the contractor's responsibility to ensure timely delivery of their bid. Weather, flight delays, carrier errors and other acts of otherwise excusable neglect are risks allocated to the bid and will not be exempted from deadline requirements. Telephone, E-mail or fax bids will not be accepted.

No bid will be accepted from a contractor who is not currently licensed as applicable, by the South Carolina Department of Labor, Licensing and Regulation Contractors' License Board, in accordance with Title 40, Chapter 11 of the Code of Law of South Carolina, and has a current South Carolina General Contractor's License. Requirements may be obtained at www.llr.state.sc.us. If this requirement is not met, your bid will be disqualified and rejected.

If the submitter discovers any ambiguity, conflict, discrepancy, omission, or other errors in the IFB, bid shall immediately notify the City of such error in writing and request modification or clarification of the document. The bid submitter is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the IFB, or it shall be deemed waived.

Copies of the Contract Documents may be viewed by appointment at the City Planner, 205 North First Street, Easley, SC 29640 Prospective submitters are required to submit appointment request via email to. To obtain project information by email, prospective submitters are required to contact Christman Short at cshort@cityofeasley.com and Mario DiPietro at mdipietro@cityofeasley.com.

A pre-bid meeting will be held on **August 13th 2025, at 3:00pm** in the City of Easley's City Hall Council Chambers located at 205 North First Street, Easley, SC 29640. All submitters may attend to provide a bid for this project. Immediately following the pre-bid meeting, an invitation will be given to all in attendance to visit the project site for any additional questions and future understanding of the project.

The last day for questions guaranteeing an answer will be **August 27th, 2025**. An addendum with questions and responses will be issued after the deadline prior to the bid opening. Submitters are required to submit questions via email to cshort@cityofeasley.com and mdipietro@cityofeasley.com. The City of Easley will respond to all questions submitted by the above-mentioned date no later than **September 3rd 2025**.

The City of Easley reserves the right to reject any or all bids or waive any informalities in the bid. Contractors submitting bids shall be properly licensed at the date of the bids and in the State of South Carolina to bids and perform the work on which the bid is submitted.

During the performance of the contract, the contractor shall comply with all Federal State or Local Laws relating to a Drug Free Workplace.

Proprietary and/or Confidential Information

Your bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid. All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page. **All information not so noted and identified shall be subject to disclosure by the City.**

SUBMITTERS ARE CAUTIONED that any statement made by City staff persons that materially changes any portion of this bid document shall not be relied upon unless it is subsequently ratified by a formal written amendment to this bid document.

This Invitation for Bids is being issued by the City of Easley Public Works Department and the City Planning Department. Direct all questions or requests for clarification of this in writing to: City Planner Mario DiPietro, utilizing the e-mail address shown on page 2 of this document.

Submitters are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this bid. Failure to adhere to this policy may be grounds for rejection of your bid.

Required Affidavits

Firms submitting bids are required to include all affidavits found at the end of this Invitation for Bids. If any of the affidavits are not applicable, N/A is an acceptable response.

Protest of Solicitation or Award

Solicitation – Section 2.4. A. of the City of Easley Procurement Policy allows any prospective bidders, offeror, contractor who is aggrieved in connection with the solicitation of a contract to protest to the City Administrator, within ten (10) calendar days of the date of issuance of the award is posted in accordance with this policy.

Invitation for Bids or Request for Bids or other solicitation documents, whichever is applicable, or any amendment. Any protest shall be in writing, submitted to the City Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

Award – Section 34.17, (B)(1) of the City of Easley's Procurement Policy allows any actual bidder, offeror, contractor who is aggrieved in connection with the intended award or award of a contract to protest to the City Administrator within ten (10) calendar days of the date the notification of award is posted in accordance with this policy. Any protest shall be in writing, submitted to the City Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided. If selected, Notice of Award shall be posted on the City's website; and Notice of Award, and notices of non-award, shall be sent to all submitters via e-mail. No hard copy notices will be sent via regular mail. Therefore, current E-mail Address are Required on All bids submitted. All addenda, additional communications, responses to questions, etc. pertaining to the Invitation for Bids will be posted on the City of Easley website at: www.cityofeasley.com . All bids should consult this website along with SCBO, for updates before submitting bids.

Any revisions to this Invitation for Bid will be issued and distributed as an addendum.

The words "Bid", "Submitter", "Offeror", "Proposer", "Vendor", and "Contractor" are used interchangeably throughout this bid, and are used in place of the person, firm, or corporation submitting a bid.

Dated at Easley, South Carolina THIS _____ DAY OF _____, 20____

BY: Christman Short
Director of Parks and Recreation

BY: Mario DiPietro
City Engineer

BY: Tom Couch
City Administrator

BY: City of Easley Attorney

TABLE OF CONTENTS

HVAC Enhancement for West End Hall Phase 1 – Main Theater

Invitation for Bid	Page 1
Specials Terms & Conditions	Page 6
General Terms and Conditions	Page 10
Scope of Work	Page 14
Project Specifications	Page 15
City of Easley Documents	
Bid Submission Sheet	Page 19

SPECIAL TERMS AND CONDITIONS

The City of Easley is requesting sealed bids from qualified contractors for the
HVAC Enhancement for West End Hall – Phase 1 – Theater

BID AWARD

The City reserves the right to reject any or all bids, and the right to waive technicalities and informalities in bids.

INSPECTION AND ACCEPTANCE

Inspection and final acceptance shall be conducted by the individuals named below:
City of Easley

GOAL FOR PARTICIPATION

Expected to begin work within **30 day** following the **Notice to Proceed.**

TIME FOR COMPLETION:

The completion time for this project is **90** consecutive days to begin on the date designated on the Notice to Proceed. If the project remains uncompleted past the completion date, the agreement may be terminated for cause and the City of Easley will seek a new contractor for the completion of the work.

Should the contractor fail to complete this contract and the work provided therein within the time fixed for such completion, the contractor shall become liable to the City for all loss and damage which the City may suffer on account thereof. It is agreed and understood that it is, and will be, difficult and impossible to ascertain and determine the actual damage which the city will sustain in the event of, and by reason of, such delay. It is therefore agreed that the contractor will pay to the City in liquidated damages the sum of \$300.00 per day for every calendar day of unexcused delay beyond the time herein prescribed for finishing the work. In case same is the contractor agrees that the City may deduct the amount of liquidated damages from any money due or that becomes due the contractor under this contract. All deductions from any money due to the contractor is considered to be liquidated damages and not a penalty.

The remedies provided under this provision shall not be construed to limit, waive or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this Contract. Failure of the City to enforce the liquidated damages provision of the contract shall not constitute a waiver of the breach of the contract for failure to perform in a timely manner. Any extension of time will be in the form of a Change Order duly authorized and signed by the proper City officials, prior to the quoted completion date.

The contractor shall not be charged with resulting damage if:

The delay in completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to act of God, acts of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, strikes, freight embargoes, delays of subcontractors or suppliers arising from unforeseeable causes beyond their control; and

The contractor, within ten (10) days from the beginning of such delay, (unless the City grants a further period of time before the date of final payment under the contract) notifies the City in writing of the cause(s) of delay. The City shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the findings of facts justify such an extension, and findings of fact shall be final and conclusive on the parties.

CONTRACTOR INSURANCE REQUIREMENTS

The contractor shall procure and maintain insurance for the duration of this Contract against any and all claims for injuries to persons or damages to property which may in any way arise from, or in connection with, the performance of the work hereunder by the contractor, its subcontractors, agents, representatives, or employees for not less than any limits of liability shown below with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful submitter.

Certificate of insurance must be included in the Bid.

Commercial General Liability: The contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the contractor and against all claims resulting from damage to any property due to any act or omission of the contractor, his agents, or employees in the operation of the work or the execution of this contract.

The contractor shall maintain the General Liability coverage required for a period of not less than five (5) years after project completion. General Liability must include Products/Completed Operations coverage.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the contractor's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and
Property Damage \$1,000,000 per occurrence
Comprehensive Automobile Liability: The contractor shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and
Property Damage \$1,000,000 Combined Single Limit

Umbrella Liability \$2,000,000 per occurrence

South Carolina Workers' Compensation Insurance: The contractor shall maintain Workers' Compensation Insurance for all of contractor's employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws and provide a waiver of subrogation against the City, its officers, officials, agents, and employees.

South Carolina Workers' Compensation - Statutory Limits Employers Liability Insurance -
\$1,000,000 Each Accident

\$1,000,000 Disease Each Employee
\$1,000,000 Disease Policy Limit

The contractor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. Certificates showing proof of such insurance shall be submitted to City prior to commencement of services under this Agreement by email to both cshort@cityofeasley.com and mdipietro@cityofeasley.com. Further, it shall be an affirmative obligation upon the contractor to advise City by e-mail to both cshort@cityofeasley.com and mdipietro@cityofeasley.com, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The General Liability policy is to contain or be endorsed to name the City, its officers, officials, agents and employees as additional insureds as respects the liability arising out of the activities performed under this Contract. Such coverage shall be primary and shall apply separately to each insured against whom the claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

The contractor and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII and licensed to do business in the State of South Carolina, unless otherwise acceptable to the

City; and contractor shall not self-insure in satisfaction of any insurance requirement hereunder without the express, written approval of City. Contractor shall insure that its subcontractors, hereunder, comply with the insurance requirements set out herein; when requested by the City, the contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

Should the contractor cease to have insurance as required during any time, all work by contractor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

PERFORMANCE BOND AND PAYMENT BOND

The successful submitter shall furnish a satisfactory Performance Bond along with Payment Bond in the **FULL AMOUNT OF THE CONTRACT PRICE** to the City within ten (10) business days from contract execution.

Each bond furnished by contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in a form suitable to the City and shall be executed by a surety, or sureties, licensed in South Carolina and reasonably acceptable to the City.

The Performance Bond will be in effect until all work has been completed and accepted by the City of Easley.

The Payment Bond of the successful submitter shall assure that the contractor will promptly make payments to all persons supplying the contractor with labor and/or materials in the prosecution of the work provided for in the contract.

FAILURE TO PROVIDE PERFORMANCE/PAYMENT BONDS WHEN REQUIRED

In the event the successful submitter fails to deliver to the City Purchasing Division the Performance and Payment Bonds in said period of **TEN BUSINESS DAYS** after contract execution, all work under the contract shall be suspended and the City shall have the option of terminating the contract. The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

END OF SECTION

GENERAL TERMS & CONDITIONS

USE OF SEPARATE BID FORMS:

These Contract Documents include a complete set of bid and Contract forms which are for the convenience of submitter. They may be detached or photocopied from the Contract Documents for purposes of bidding.

AWARDING OF CONTRACT:

Final selection will be based upon qualifications, fees, ability to schedule and perform the project, submittal requirements, reference and other applicable criteria under the City's Procurement Code and business license. Please note that the low bid is not necessarily determinative of award of the contract. In the event that the alternate quote is used, the amount will be deducted from the contractor's quote. The city may reserve the right to bundle separate bids.

INTERPRETATIONS OR ADDENDA:

No oral interpretation will be made to any submitter as to the meaning of the Contract Documents or any part thereof. Any inquiry received three or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a submitter will be in the form of an Addendum to the Contract Documents, and it shall be the submitters responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all submitters shall be bound by such Addenda, whether or not received by the submitter.

Any revisions to this Request for Bid will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Invitation for Bids will be posted on the City of Easley website.

All submitters should consult this website for updates before submitting bids. THE DEADLINE FOR QUESTIONS IS: **August 27th 2025**

INSPECTION OF SITE:

Each submitter shall visit the site of the proposed work and fully acquaint themselves with the existing conditions at the site and schedule of work relating to construction and labor and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The submitter should thoroughly examine and familiarize themselves with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the City of Easley will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

ALTERNATIVE BIDS:

All Bids shall be submitted on forms supplied by the City of Easley and shall be subject to all requirements of the Contract Documents, including the Drawings, and this INFORMATION TO SUBMITTERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the submitter.

Bid Documents, including the Bid shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the project and date and time of Bid opening in order to guard against premature opening of the Bid.

The City of Easley may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

If the Contract is awarded, it will be awarded by the City of Easley to a responsible. Submitter based on the lowest Bid and the selected Alternative Bid items if any. The Contract will require the completion of the work according to the Contract Documents.

COLLUSIVE AGREEMENTS:

Each submitter submitting a Bid to the City of Easley for any portion of the work contemplated by the documents on which Bid is based shall execute and attached thereto, a statement substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation with regard to any Bid submitted.

The City of Easley reserves the right to consider as unqualified to do the work any submitter who does not habitually perform, or does not plan to perform, with his own forces the major portion of the work involved in construction of the improvements embraced in this Contract. The maximum amount of subcontract work shall not exceed 70% of the total project cost without prior approval of the City of Easley. The City of Easley reserves the right to either accept or reject any bid where the planned subcontract amount exceeds 70% of the total bid amount.

Before executing any subcontract, the successful Bid shall submit the name of any proposed subcontractor for prior approval by the City of Easley. The Contractor shall not use any unapproved Subcontractors, nor shall any additional compensation be allowed because of rejection by the City of Easley of any Subcontractor.

CORRECTIONS:

Erasures or other changes in the Bid's must be explained or noted over the signature of the submitter.

TIME FOR RECEIVING BIDS:

Bids received prior to the advertised hour of opening will be securely kept and sealed. The officer whose duty to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered: except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the City of Easley that the non-arrival on time was due solely to delay in the mail for which the submitter was not responsible, such Bid will be received and considered.

Submitters are cautioned that, while electronic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

REVIEW OF BIDS:

The bid will be reviewed following the deadline date and the contractor will be notified of an interview and then a contract will be awarded.

WITHDRAWAL OF BID:

Bids may be withdrawn or written, or electronic request dispatched by the submitter in time for delivery in the normal course of business to the time fixed for opening; provided that written confirmation of any electronic withdrawal over the signature of the submitter is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any submitter withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

AWARD OF CONTRACT - REJECTION OF BIDS:

The City of Easley may hold all bids for a period not to exceed sixty (60) days from the date of opening the bids for review before awarding the contract.

EXECUTION OF AGREEMENT:

Subsequent to the award and within ten (10) days after the prescribed form are presented for signature, the successful submitter shall execute and deliver to the City of Easley an Agreement in the form included in the Contract Documents in such number of copies as the City of Easley may require.

CONTRACTOR LICENSES:

The submitter shall have all required and valid Contractor's license at the time of the Bid to Bid and perform work in the State of South Carolina. The limits of such licenses must be equal to or greater than the work on which a Bid is submitted. The Submitter and Contractor's license number is to be included in the bid documents. Failure to list Contractor's license numbers may be cause for the Bid to be rejected.

LICENSES AND PERMITS:

The submitter must secure all state and local permits and licenses required. Such permits must be readily available at all times for inspection.

INSPECTION:

The work is to be inspected by the City of Easley. All work is subject to inspection and approval by the City of Easley. The Contractor shall immediately repair and rework any and all work not approved by the above approving agencies.

POLICY CONCERNING MINORITY AND WOMAN OWNED BUSINESS ENTERPRISES

Business firms owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist woman- and minority-owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The city, therefore, wishes to ensure that woman- and minority-owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process.

COMPLIANCE WITH THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

Any contractor entering into a service contract with the City of Easley must certify to the City of Easley that the contractor intends to verify any new employee's status and require any subcontractors or sub-subcontractors performing services under the service contract to verify their new employee's status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

END OF SECTION

SCOPE OF WORK

HVAC Enhancement for West End Hall – Phase 1 – Main Theater

The selected contractor shall provide all labor, materials, and equipment to perform the following:

1. Perform a full HVAC load calculation for the theater area to determine optimal cooling needs.
2. Provide engineering documents and HVAC system design as required.
3. Supply and install **two (2) 7.5-ton HVAC units** or an alternative system based on accurate load calculations.
4. Include **double-wall spiral ductwork** for efficient air distribution.
5. Complete all **electrical work** necessary for new HVAC installation.
6. Provide and install all **refrigerant piping and drain lines**.
7. Conduct **start-up and performance testing** of the new system to verify full functionality.
8. Provide **any additional recommendations** necessary to restore and optimize the theater's climate control capacity.
9. Provide a detailed **cost estimate** and **timeline** for project completion.

Additional Requirements

- Contractors must visit the project site to assess the conditions and verify the feasibility of their proposed design, including the location and installation of the septic system.
- All work must meet applicable building codes and regulations.
- The chosen contractor will be responsible for acquiring all permits and inspections required for the project.

Documents and Plans

Copies of the project documents, including sketches or design outlines, may be viewed by appointment at the City of Easley Planning Department, 205 North 1st Street, Easley, SC 29640. The City of Easley will administer and manage the project, ensuring timely and satisfactory completion of all work.

END OF SECTION

PROJECT SPECIFICATIONS

The Project Owner and Contracting Agency is the City of Easley. Any reference in the specifications or special provisions to the terms “Department” or other like terms used to describe the facility owner, shall be interpreted as meaning the City of Easley, as appropriate.

END OF SECTION

THIS PAGE WAS INTENTIONALLY LEFT BLANK

BID SUBMISSION SHEET

1. When responding to this Bid, the following documents must be included. Omission of any may be reason for disqualification of bid.
2. All pricing and costing data as called for in the Bid; bid form will be signed.
3. Bid Form not signed may be rejected.
4. Invitation to Bid.
5. Bid Form.
6. Copy of the Offeror's City Business License (A Business License is not required to submit an offer, however, if an award is made, the offeror will have ten (10) days to furnish a copy of the license to the Purchasing Division).
7. Copy of South Carolina Contractor's License.
8. Insurance Certificates.

REQUEST FOR BID FORM
CITY OF EASLEY
STATE OF SOUTH CAROLINA
HVAC ENHANCEMENT FOR WEST END HALL – PHASE 1 – MAIN THEATER

NAME: _____

DATE: _____

ADDRESS: _____

EMAIL: _____

TELEPHONE NUMBER: _____

CONTRACTOR'S LICENSE NO: _____

TO OWNER: **City of Easley**
 205 N. First Street
 Easley, SC 29640

The undersigned, as prosper, hereby declares that the only person, or persons, interested in this bid as principal(s) is, or are, named herein, and that no other person has any interest in the bid or the contract to be entered into; that this bid is made without connection with any person, company or parties making a bid ; and that it is in all respects fair and in good faith without collusion or fraud.

The submitter further declares that he has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the contract documents relative thereto; and that he/she has satisfied himself/herself as to the work to be performed.

The submitter further proposes and agrees, if this bid is accepted, to contract with the Owner in the attached form of agreement, to furnish all material, equipment, tools, apparatus means of transportation, and labor necessary to complete the project in full and complete accordance with the contract documents, to the full and entire satisfaction of the Owner, at the prices and amounts listed below.

The submitter further agrees to commence work on the date stipulated in the notice to proceed and to fully complete the project within the number of consecutive calendar days thereafter as listed below.

The submitter also agrees to pay as liquidated damages, the sum as listed below for each consecutive calendar day thereafter the project remains incomplete.

Completion Time: Must start within 30 days of notice to process and projected completed within 90 consecutive days.

Liquidated Damages: \$300.00 per day

The undersigned submitter agrees that if this Bid shall be accepted, the undersigned will, within ten (10) days after notifications of such acceptance, enter into the contract for their performance of all work proposed under this improvement within the number of calendar days as stated herein, and, as a guaranty of the faithful performance thereof, to furnish at the time of executing the contract a performance bond in an amount not less than one hundred percent (100%) of the total amount bid, and with sureties subject to the approval of the Owner. Upon failure to execute the contract and bond as aforesaid, it is agreed that the undersigned shall forfeit the check accompanying this bid to the Owner as liquidated damages caused by such failure.

The work consists of the approximate quantities shown herein which will be used as a basis for comparison of bids and not for the final estimate. The Owner does not, by expression or by implication, agree that the actual amount of work will correspond with the estimated quantities.

In case of error in extension, the unit price shall govern rather than the amount. For lump sum items, the individual amounts shall govern the total of the bid in case of discrepancy.

The Owner may delete from the contract any or all of the alternates listed in the bid form.

The prices and amounts listed below include all labor, materials, tools, equipment, transportation, removal, overhead, profit, insurance, taxes, etc., to cover the finished work in place.

IN SUBMITTING THIS Bid, the submitter understands that the right is reserved by the City of Easley to reject any and all Bids. If written notice of the acceptance of this bid is mailed, emailed, or delivered to the undersigned within forty-five (45) days after the opening thereof, or at any time thereafter, before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) days after the agreement is presented to him for signature.

Submitter signature hereto is a statement in proof that the undersigned has not entered into a collusive agreement with any person in respect to this bid or any other bid or the submitting of Bids for the Contract for which this Bid is submitted.

Neither the said submitter or any of its officers, partners, owners, agents, representative, employees or parties in interest, including his affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other submitter firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other submitter, firm or person to fix the price or prices the attached Bid or of any other submitter or to fix any overhead, profit or cost element collusion, conspiracy, connivance or unlawful agreement any advantage against the OWNER or any person interested in the proposed Contract; and the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the submitter or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

It is understood and agreed that the quantities shown herein are approximates only and are subject to increase or decrease.

The submitter proposes to complete work in accordance with the specifications and as described in the Request for Bids.

(See next page):

BID REFERENCES & PAST EXPERIENCE (MINIMUM OF THREE (3)):

Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____
Email: _____
Scope of Work: _____

Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____
Email: _____
Scope of Work: _____

Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____
Email: _____
Scope of Work: _____

NAME OF INSURANCE CARRIERS:

Liability: _____ Expires ____/____/_____
Property Damage: _____ Expires ____/____/_____
Workers' Compensation: _____ Expires ____/____/_____

BID ORGANIZATION:

Company Name: _____
Address: _____
Telephone: _____
Fax: _____
Email: _____

*Signature of Bid Representative: _____

Bid may not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the Bid.

Printed Name: _____ Date: _____
Title: _____

END OF SECTION
END OF DOCUMENT