



*Remembering the Past, Preparing for the Future*

Becky Dawes  
Procurement Director

**Pump House and Pool Design/Build  
Located at 917 Jefferson Davis Hwy.  
Graniteville, SC 29829**

**Bid Number** 16-12-B

**Bid Due Date/Time** January 14<sup>th</sup> 2016 3:00 p.m.

**Mail or Carry Bid To:** 1930 University Pkwy.  
Room 3201  
Aiken, SC 29801

**Location of Bid Opening:** 1930 University Pkwy.  
Room 3203  
Aiken, SC 29801

**Assigned Buyer:** Becky Dawes , Procurement Director and  
Sharon Lyles, Chief Buyer

**Bid Documents are available:** <https://www.aikencountysc.gov/Depts/PRC/PRCmain.php>  
If you are unable to access our website, please notify  
[webmanager@aikencountysc.gov](mailto:webmanager@aikencountysc.gov)

**Send all inquiries to** [procurement@aikencountysc.gov](mailto:procurement@aikencountysc.gov) Questions will be  
received until 5:00 p.m. January 4<sup>th</sup> 2016. Answers will be  
posted on our website before 5:00 p.m. on January 6<sup>th</sup> 2016  
**Phone Calls will not be accepted.**

*Aiken County does not discriminate against any bidder or offerer because of race,  
creed, sex, age, religion, handicap, or national origin.*

**Bid Number: 16-12-B**

**Bid Name: Pump House and Pool Design/Build**



This page must be returned with the bid. An officer of the company that has the authority to bind the company must sign the bid.

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

DBA (if applicable): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

Email address: \_\_\_\_\_

Local Preference?  yes  no If yes, must submit copy of Aiken County business registration

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I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this bid, that I have read and understand all instructions and conditions in the proposal document, and verify that I am authorized to sign this bid for the bidder.

I further state 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, and is not currently barred or suspended from bidding with any government organization.

I also certify that my company is in compliance with all requirements set forth in Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended and will at all times during the performance of work provided by the County be in full compliance with the provisions of the Immigration Reform and Control Act of 1986 (IRCA) in the hiring of its employees.

I further certify that my company is in full compliance with the requirements of the Drug-free Workplace Act as set forth in Chapter 107 of Title 44 of the South Carolina Code of Laws, 1976, amended.

Signature of Officer: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Aiken County, South Carolina is soliciting sealed bids for Pump House and Pool Design Build, 16-12-B. All bidders are responsible for becoming familiar with the specifications.

Bids will be received until 3:00 p.m. January 14<sup>th</sup> 2016 in the Procurement Office, 1930 University Pkwy., Room 3201, Aiken, South Carolina 29801 at which time the bids will be publicly opened and read aloud in Room 3203.

Questions will be received until 5:00 p.m. January 4<sup>th</sup> 2016. Answers will be posted on our website <https://www.aikencountysc.gov/Depts/PRC/PRCmain.php> before 5:00 p.m. on January 6<sup>th</sup> 2016. Phone Calls will not be accepted.

Aiken County Procurement will not be held responsible for notifying vendors of any addenda to a bid. These are posted to our website.

All bids must be submitted to the location above in a sealed envelope identified with the following:

**16-12-B**  
**Pump House and Pool Design Build**  
**January 14<sup>th</sup> 2016**

## INSTRUCTIONS TO BIDDERS

1. **Submit bids in a sealed envelope with the bid number as well as the time and date for opening prominently marked on the outside.**
2. Bids must be submitted before the time, date and at the exact location specified to be considered. No late bids, telegraphic, or telephonic bids will be accepted. Bids are not received until delivered to the Procurement Department. Vendors must allow mailed bids sufficient time to be processed through the County's internal mailroom system.
3. All bids shall be signed by an authorized officer or employee of the bidder.
4. The County prohibits any type of communications to or with any department, employee, or County official other than Procurement prior to the time than an award decision has been made public.
5. Only one copy of the bid is required, unless otherwise stated.
6. On the form provided in the bid, all information requested of the bidder must be entered in the appropriate space on the original forms. Failure to do so may be grounds for disqualification.
7. Any and all information or addenda to this bid will be posted on the Aiken County website. Vendors are responsible for any information contained in the bid record on the website, and should make note of any addenda in the bid response.
8. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrected prior to submission, if initialed by the person signing the bid.
9. Corrections and/or modifications received after the closing time specified will not be accepted.
10. Time of delivery, defined as the number of calendar days between receipt of the order by the bidder and the receipt of goods or services by Aiken County, may be considered as one factor in determining the award.
11. Prices will be considered net if no discount is shown.

## GENERAL CONDITIONS

1. Aiken 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.
2. Unit prices will govern over extended prices. Prices must be quoted as requested. Prices that are not in compliance with the request may be considered non-responsive.
3. In case of tie bids, price and quality being equal, preference shall be given to Aiken County vendors. In case of tie bids where there is no local bidder, preference shall be given to South Carolina vendors. In every case, Aiken County reserves the right to make awards deemed to be in the best interest of the County.

4. The evaluation of the bids and the determination of the equality of the product offered is the responsibility of Aiken County, and will be based on information furnished by the bidder in the bid.
5. Unless otherwise indicated in the bid notice, prices must be firm, and remain in effect for ninety (90) days. Ambiguous bids that are uncertain as to fees, delivery, or compliance with specifications may be rejected or disregarded.
6. Brand names and numbers, when used, are for reference only to indicate character or quality desired and do not indicate a preference unless otherwise stated.
7. For equal items to be considered, the bid shall state the brand name or quality and provide specifications. Aiken County's determination of what shall constitute equality shall be final and conclusive.
8. When brand name, number, or level of quality is not stated by the bidder, it is understood that the offer is exactly as specified.
9. Sales, use, or excise taxes must not be included as any part of the bid price unless otherwise stated in the specifications. These taxes, as well as any handling and shipping charges, must be shown as separate items. Shipping charges will be considered as a factor in determining awards. Prices must be FOB destination, freight prepaid, unless specified.
10. Samples of any articles deemed necessary shall be furnished free of any cost to Aiken County. These samples may be retained for future comparisons. Any samples not destroyed by testing or not retained for comparisons will be returned to the bidder at the bidder's expense upon request.
11. Vendors awarded items as a result of this solicitation must supply MSDS Materials as required by the OSHA Hazard Communication Standard.
12. Aiken County does not assume responsibility for any costs incurred during the preparation of this bid.
13. The successful bidder shall indemnify and hold harmless Aiken County, its officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trade mark, or copyright.
14. In case of default by contractor, Aiken County reserves the right to purchase any or all items in default in open market, charging the contractor with any excess costs. Periods of performance may be extended if the facts as to the cause of delay are justified in the opinion of the proper Aiken County officials.
15. Aiken County utilizes local preference for the purpose of determining the low bidder. Vendors who maintain a place of business in Aiken County, and have done so for a minimum of six (6) months prior to the solicitation, qualify for local preference. A factor of 3% with a cap of \$6,000.00 will be added to low bids which do not qualify as local to determine if the local bidder is within the local preference limit. If the local vendor's bid falls within the local preference limit, the local bidder will be given the opportunity to match the low bid. Vendors should check the appropriate box on the front of the bid invitation to indicate their status. Some funding sources exclude local preference including, but not limited to, Federal and State of SC grant funds, and C-fund monies.

## **GENERAL PROVISIONS**

1. **ORDER OF PRECEDENCE:** In the event of inconsistency between the provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (A) Aiken County Code of Ordinances, Chapter 2, Article VIII, (B) The bidding schedule, (C) General Provisions, (D) Instructions to Bidders, and General conditions, (E) Other provisions of the contract whether incorporated by reference or otherwise, and (F) the Specifications.
2. **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 that 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.
3. **EXCUSABLE DELAY:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the fault of a subcontractor, and if such default arises out of control of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
4. **AWARD CRITERIA:** Award will be made to the lowest responsible bidder who submits a responsive bid that Aiken County considers to be most advantageous to its own interests.
5. **SPECIFICATIONS:** Any deviation from specifications in the bid solicitation 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.
6. The bidder must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in the invitation to bid, but which is not specifically designated as an Aiken County responsibility, is a responsibility of the Contractor's operation, and the bidder shall include these in the response to this invitation to bid accordingly.

### **BID PROCEDURES MUST COMPLY WITH THE PROVISIONS OF THE AIKEN COUNTY PROCUREMENT ORDINANCE**