COUNTY OF LEXINGTON

Procurement Services
212 South Lake Drive, Suite 503, Lexington, SC 29072
Ph: (803) 785-8166 / Fax: (803) 785-2240

INVITATION FOR BIDS

BID NUMBER: C12017-05/24/12B DATE: April 23, 2012

OPENING DATE AND TIME: May 24, 2012 @ 3:00 pm

ADDRESS: Lexington County Procurement Office
County Administration Bldg., 5th Floor
212 South Lake Drive, Suite 503, Lexington SC 29072

PROCUREMENT: **GROUNDS MAINTENANCE FOR ALL COUNTY LIBRARIES – TERM CONTRACT**

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for delivery of bids, which are mailed.

IT IS REQUIRED THAT THE BID NUMBERS MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE. ANY ENVELOPE THAT DOES NOT SHOW BID NUMBERS WILL BE RETURNED TO THE VENDOR.

DIRECT ALL INQUIRES TO:
Jo Marie Brown, CPPB
Procurement Officer

NOTICE TO BIDDERS: **There will be a Mandatory Pre-bid Conference on May 15, 2012 at 3:00 pm EST in the conference room at the Lexington Main Library, 5440 Augusta Road, Lexington, SC 29072.** Due to the importance of all bidders having a clear understanding of the scope and requirements for this contract, ***attendance at this meeting is mandatory***. Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract. All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of the County. Lexington County shall not be legally bound by any amendment or interpretation that is not in writing. **BIDS WILL NOT BE CONSIDERED FROM ANY VENDOR THAT OWES DELINQUENT BUSINESS PROPERTY TAXES TO THE COUNTY OF LEXINGTON.**

If downloading this solicitation from our website or alternate internet location, it is the responsibility of the bidder to email Jmbrown@lex-co.com to be registered as a potential bidder to receive any subsequent amendments.

Deadline for questions is May 16, 2012 at 4:00 p.m. All questions must be submitted in writing.

Jeffrey A. Hyde, CPPB
Procurement Manager

SOLICITATION #: C12017-05/24/12B
PROCUREMENT: GROUNDS MAINTENANCE FOR ALL COUNTY LIBRARIES – TERM CONTRACT

"NO BID" RESPONSE FORM

To submit a ***"No Bid"*** response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list. **In order to ensure that the County file has current information, or if you wish to be added to this solicitations bidder listing, you must also return the Certificate of Familiarity form completed in its entirety.**

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your ***"No Bid"*** response --

Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
Specifications are ambiguous (explain below).
We are unable to meet specifications.
Insufficient time to respond to the solicitation.
Our schedule would not permit us to perform.
We are unable to meet bond requirements.
We are unable to meet insurance requirements.
We do not offer this product or service.
Remove us from your vendor list for this commodity/service.
Other (specify below).

Comments:

_____

_____

_____

_____	_____
Company Name (as registered with the IRS)	**Authorized Signature**
_____	_____
Correspondence Address	**Printed Name**
_____	_____
City, State, Zip	**Title**
_____	
E-mail Address (Please Print)	
_____	_____ / _____
Date	**Telephone** **Fax**

BOND REQUIREMENTS

1. **BID BOND:** Each offeror shall submit with his Bid a Bid Bond with a good and sufficient surety or sureties company licensed in South Carolina, in the amount of five percent (5%) of the total Bid amount. The Bid bond penalty may be expressed in terms of a percentage of the Bid price or may be expressed in dollars and cents.

   CERTIFIED CHECKS: If a certified check is submitted in lieu of a Bid bond, it will be made payable to the Lexington County Treasurer's Office, in the amount of 5% of the total Bid amount.

   Bid Bonds/Certified Checks will be returned to the unsuccessful offerors after award and will be returned to the successful offeror after acceptance of the final contract by the offeror.

2. **PERFORMANCE AND PAYMENT SURETY:** The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of Bid, an irrevocable Surety in the form of a Performance and Payment Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit. The Surety shall be issued in the amount of 100% of the total contract covering the entire term of the contract as awarded.

   OPTION 1: PERFORMANCE BOND: Bond must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract price. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

   OPTION 2: A CERTIFIED CHECK: Equal to 100% of the contract amount to be retained by Lexington County until satisfactory completion of the contract.

   OPTION 3: IRREVOCABLE LETTER OF CREDIT: Shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 100% of contract amount.

FAILURE TO SUBMIT A PROPER AND CORRECT BID GUARANTEE WILL RESULT IN THE REJECTION OF YOUR BID.

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid invitation is required, unless otherwise stated.

2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the Procurement Office at the time indicated in the bid document.

3. When specifications or descriptive papers are submitted with the bid invitation, enter bidder's name thereon.

4. Submit your signed bid on the forms provided. Show bid number on envelope as instructed. Lexington County assumes no responsibility for unmarked or improperly marked envelopes. Unsigned bids will be rejected.

5. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-4C Code of Laws of South Carolina, 1976, (1986 Cum Supp) Freedom of Information Act. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.

7. This solicitation does not commit the County of Lexington to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.

8. CORRECTION OF ERRORS ON THE BID FORM: All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

9. BIDDERS SCHEDULE: Enter the manufacturer, brand, and model/catalog number, as applicable, and your bid price in the space provided on the bidders schedule. Additional pages may be attached, when applicable, for alternates, etc.

10. NOTIFICATION: Intent to Award and/or Statement of Award with tabulation will be posted on the Lexington County web site at www.lex-co.com.

11. RIGHT TO PROTEST: Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Procurement Manager within ten (10) calendar days of the date of issuance of the Invitation to Bid, Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest in writing to the procurement manager within ten (10) calendar days of the notification of intent to award or statement of award.

12. PROTEST PROCEDURE: A protest shall be in writing, submitted to the procurement manager, and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.

13. QUESTIONS REGARDING SPECIFICATIONS AND/OR THE BIDDING PROCESS:

- To ensure fair consideration for all bidders, the County prohibits any type of communications to or with any department, employee, or County official during the solicitation process, except as provided on page one of the solicitation. This includes any communications initiated by a bidder to any County Official or employee evaluating or considering the bidder, prior to the time an award decision has been made public.

- Any communications between the bidder and the County shall be initiated by the Procurement Office or the appropriate County representative in order to obtain necessary information or clarification needed to develop a proper and accurate evaluation of the bid. **Any communications initiated by a bidder shall be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future solicitations.**

- It will be the sole responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any amendments or addendums have been issued in order to obtain all such documentation, and to return the executed documentation with their bid.

GENERAL PROVISIONS

1. The County of Lexington reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the county.

2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.

3. PROHIBITION OF GRATUITIES: Amended section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9- 210 and Section 16-9-220."

4. BIDDERS QUALIFICATIONS: Consideration will be given only to the contractors who can produce conclusive evidence that they can meet the following requirements:
   - 4.1 Adequate capital and credit rating sufficient to complete all operations under this contract in a satisfactory manner.
   - 4.2 An efficient office force with satisfactory record in expediting delivery of materials to field force, and capable of fulfilling proper liaison service with mechanical trade.
   - 4.3 An adequate and efficient field force with extensive knowledge of all types of work involved under this contract.
   - 4.4 A record of amicable relations with labor.
   - 4.5 An adequate supply of applicable equipment in good operating condition to fulfill the contract.

5. LICENSES, PERMITS, INSURANCE, & TAXES: All costs for required licenses, permits, insurance, and taxes shall be borne by the Contractor.

6. INSURANCE

6.1 The amount and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract

agreement, the Contractor shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

SCHEDULE	**LIMIT**
WORKERS COMPENSATION	Statutory
As required by the State of South Carolina.	
COMPREHENSIVE GENERAL LIABILITY	
Premises Operations	$1,000,000 (per occurrence)
Single Limit	
Contractual Liability	
Independent Contractors	
Personal Injury	
Products - Completed Operations	
AUTOMOBILE LIABILITY	
All Owned, Non-Owned, and Hired	$ 600,000 Combined
	(per occurrence or tort claim liability, whichever is greater)

6.2 The Contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the Contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the County. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the County of Lexington. The County of Lexington, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contract; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County of Lexington, its officials, employees or volunteers. To accomplish this objective, the County of Lexington shall be named as an additional insured under the Contractor's insurance as outlined above.

6.3 The contractor shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

6.4 Contractors insurance coverage shall be primary insurance as respects the County of Lexington, it officials, employees and volunteers. Any insurance or self-insurance maintained by the County of Lexington shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement:

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on an other basis.

6.5 Each insurance required by the County of Lexington shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County of Lexington.

6.6 Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

6.7 All certificates and endorsements must be received and approved by the County of Lexington within ten (10) days after notification of award.

6.8 The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess".

7. BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself 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 with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

8. AWARD CRITERIA: The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. The award can be made to one or a multiple of contractors; whichever is in the best interest of the county, or unless otherwise stated on bidders schedule.

   8.1 All things considered equal, tied bids will be resolved by the flip of the coin, or to the Lexington County contractor, whichever the case may be.

9. WAIVER: The county reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the county.

10. COMPETITION: This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested contractor to notify the Procurement Services Office in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

11. REJECTION: Lexington County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the county.

BIDS WILL NOT BE CONSIDERED FROM ANY VENDOR THAT OWES DELINQUENT BUSINESS PROPERTY TAXES TO THE COUNTY OF LEXINGTON.

GENERAL CONDITIONS

1. DEFAULT: In case of default by the contractor, the county reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids will be considered or purchase orders issued to the defaulting contractor until the assessed charge has been satisfied.

2. NON-APPROPRIATION: Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or

otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

3. INDEMNIFICATION: The contractor agrees to indemnify and save harmless the County of Lexington and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the county or failure of the county to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.

4. CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to the Procurement Officer. Copies of all correspondence concerning this contract shall be sent to the Procurement Manager, 212 South Lake Drive, Lexington, SC 29072. All change orders must be authorized in writing by the Procurement Manager. Lexington County shall not be bound to any change in the original contract unless approved in writing by the Procurement Manager.

5. PUBLICITY RELEASES: Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User. The contractor shall not have the right to include the county's name in its published list of customers without prior approval of the county. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the county. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.

6. QUALITY OF PRODUCT: Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.

7. 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 with 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 himself 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.

8. ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Manager.

9. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

10. BIDDING CONDITION OF PRICE: All bid prices submitted shall remain effective for a minimum period of 90 days, or until evaluation of bids is complete and award is made. Thereafter, the contract prices shall remain effective for the term of the contract.

11. 7% S.C. SALES TAX: The County shall add 7% sales tax to all orders, however lump sum bids shall include sales tax in bid price unless otherwise noted. ***By submission of a signed bid, you are certifying to the County that your company does not have any tax bills past due.***

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803) 898-5872 or by writing to the South Carolina Department of Revenue, Registration Unit, Columbia, South Carolina 29214-0140.

12. PAYMENT TERMS: Payment will be made within thirty (30) days after acceptance of completed order/project. Early payment discount, if available, will be calculated from date of acceptance. Application for payment shall reflect services completed through the last day of the month. **There will be no exceptions to these payment terms unless approval is obtained in writing from the Procurement Manager prior to bid opening date.**

13. BID REQUIREMENTS: Bid requirements on the equipment specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. Lexington County will determine if minor deviations from these features are acceptable.

14. DEVIATIONS FROM 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 successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.

15. CONTRACT: This bid and submitted documents, when properly accepted by Lexington County along with a written purchase order, shall constitute a contract equally binding between the successful offeror, and Lexington County. No different or additional terms will become a part of this contract with the exception of a Change Order.

16. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Procurement Manager.

17. AMENDMENTS: All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Lexington County. Lexington County shall not be legally bound by any amendment or interpretation that is not in writing.

18. BID EVALUATION: Bids received will be evaluated by the Procurement Manager or designee. However, based on bid total, final decision for bid award may rest with the Lexington County Council.

    Factors to be considered during the evaluation process include, but are not limited to:
    18.1 - Cost.
    18.2 - Reputation and dependability of the contractor.

19. ARBITRATION: Under no circumstances and with no exception will Lexington County act as arbitrator.

20. DELIVERY: Lexington County requires that delivery be made to specified destination within the shortest time frame possible. Delivery shall arrive between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, provided that such day is not a legal holiday. The current purchase order number must be indicated on all delivery tickets.

21. SHIPPING: All deliveries shall be shipped F.O.B. point Destination-freight prepaid, the seller pays and bears all freight charges; collect shipments will not be accepted. It is agreed by the parties hereto that

delivery by the contractor to the common carrier does not constitute delivery to the County. Any claim for loss or damage shall be between the contractor and the carrier.

22. "OR APPROVED EQUAL": Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand 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 comparability. However, the Owner reserves the right to select the items, which, in the judgment of the Owner, are best suited to the needs of the Owner, based on price, quality, service, availability and other relative factors. Bidders should 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 the specifications, vendor should submit along with the bid, the information, data, pictures, designs, cuts, etc., of the material they plan to furnish so as to enable the Owner to compare the material specified; and, such material shall be given due consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.

23. ALTERNATE BIDS: Bidders wishing to submit an alternate for consideration that does not meet the county specifications (or approved deviations), must submit their proposal as an alternate bid. ***If any vendor submits alternate bid(s) for any item(s), descriptive supporting literature must be included with bid package. Failure to submit such literature for alternate item(s) will result in non-consideration for said item(s).***

24. PROMPT PAYMENT DISCOUNT TERMS: Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

25. DRUG-FREE WORKPLACE: By submittal of this bid, you are certifying that you will comply with Title 44, Code of Laws of South Carolina, 1976, Section 44-107-30.

26. ILLEGAL IMMIGRATION & PUBLIC CONTRACTS: "In accordance with the South Carolina Illegal Immigration Reform Act, 2008, Act No. 280. Section 3 of this Act added to Chapter 14 to Title 8 of the South Carolina Code of Laws prohibits covered persons from entering into covered contracts unless the contractor agrees either (a) to verify all new employees through the federal work authorization program [and requires the same from subcontractors and sub-subcontractors] or (b) to employ only qualifying workers. Effectively, the Act also requires contractors to agree to provide any documentation required to establish either (a) that the Act does or does not apply to the contractor, subcontractor, or sub-subcontractor; or (b) that the contractor, and any subcontractor or sub-subcontractor, are in compliance with Section 3 of the Act."

27. NO CONTACT POLICY: After the date and time established for receipt of proposals by the County, any contact initiated by any offeror with any County representative, other than the Purchasing Department representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

SPECIAL CONTRACTUAL TERMS AND CONDITIONS

1. SCOPE: The County of Lexington is soliciting competitive bids to establish a term contract for providing and delivering services and/or commodities listed herein.

2. TERM OF CONTRACT / OPTION TO EXTEND: The term of this contract shall be for a period of one (1) year from the effective date of the contract. The County may extend the contract if it appears to be in

the best interest of the County and is agreeable with the contracted vendor. Said extension will be on an annual basis and will not exceed four (4) additional one-year periods.

3. CONTRACT ADJUSTMENTS: Should an extension be requested, written requests for said extension shall be submitted in writing by the County of Lexington thirty (30) days prior to the end of the current contract period. It will be the contractors responsibility to submit request for contract adjustments (if applicable) within ten (10) days after receipt of contract extension notice. Requests must be submitted in writing to the Procurement Office for approval.

   Any change in contract cost will be effective in an amount not to exceed the percentage increase for the previous calendar year (Dec - Dec), using the (CPI-U, U.S. Average, All Urban Customers, Percentage Change in Annual Average), as published by the U.S. Department of Labor, Bureau of Labor Statistics.

   The County will accept or decline the requests for a contract increase, in written form, within ten (10) days following the date of the request. No increase shall be effective until approved in writing by the Procurement Manager.

4. TERMINATION: Subject to the provisions below, the contract may be terminated for any reason by the County providing a 30 day advance notice in writing is given to the contractor.
   - 4.1 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) days advance written notice requirement is waived and the default provision in this bid shall apply; see General Conditions.
   - 4.2 Termination for Convenience: The County, by written notice, may terminate this contract in whole or in part, when it is in the best interest of the County.
   - 4.3 Termination requirement does not apply if contract is to terminate at the end of an established contract term.
   - 4.4 Termination for Nonappropriations: If the Lexington County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract, or if a lawful order issued in or for any fiscal year during the term of the contract reduces the funds appropriated or authorized in such amount as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the County. Any termination for non-appropriations shall not prohibit the County from obtaining services from another source or in another manner, which is in the best interest of the County.

5. TYPE OF CONTRACT: This solicitation is for a fixed price, indefinite quantity type of contract for the stated items. The contract will be used as a primary source for the articles specified, and individual purchases shall be made under a blanket purchase agreement referring to this solicitation. On indefinite quantity contracts, acceptance will bind the County to pay for, at the fixed unit bid prices, only quantities ordered, delivered and accepted.

6. QUANTITIES: Quantities specified in this solicitation are estimates only, and are given for the information of bid evaluation. They do not indicate actual ordered quantities. Volume will depend upon requirements that develop throughout the contract period.

7. METHOD OF ORDERING: A new purchase order number will be issued for each order required, or an open purchase order may be issued to cover miscellaneous needs during a specific time period.

8. PACKING/LABELING: All shipments shall be accompanied by a packing slip or delivery ticket, which shall contain the following information:

a) Purchase Order Number b) Company's Name
c) Name of the Article and Stock Number d) Quantity Shipped and Back Ordered

Contractors are cautioned that failure to comply with these conditions can be considered sufficient reason for refusal to accept goods.

9. INVOICING: The contractor shall submit an itemized invoice upon completion of each purchase order requirement. The original and one copy of the invoices are to be mailed to the County of Lexington, Procurement Office, 212 South Lake Drive, Lexington, SC, 29072. Payment will be made in accordance with the payment terms listed in the contract. Purchase order number must appear on all invoices.

10. EMERGENCY REQUIREMENTS: The county reserves the right to make emergency purchases from another source should the contractor not be able to meet requirements.

11. WARRANTIES: Contractor warrants that (1) the supplies to be provided to the County pursuant to this agreement are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the County pursuant to the contract conform to the standards required by the contract.
The contractor further warrants that the Contractor has title to the supplies provided, in that the supplies are free and clear of all liens, encumbrances, and security interests. All warranties made in this agreement, together with service warranties and guarantees, shall run to the County and its successors and assigns.

12. INSPECTION:

12.1 All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies and end products) shall be subject to inspection and test by the county, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

12.2 In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the county shall have the right to either reject them or to require their correction. Supplies or lots of supplies, which have been rejected or required to be corrected, shall be removed or corrected by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance until correction is made. If the Contractor fails to promptly remove such supplies or lots of supplies which are required to be removed for replacement or correction, the county either (1) may replace or correct such supplies and charge to the Contractor the cost occasioned the county thereby; or (2) may terminate this contract for default as provided in the default clause of the contract.

12.3 Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the county therefore.

12.4 The inspection and test by the county of any supplies or lots thereof does not relieve the contractor from any responsibilities regarding defects or other failures to meet the contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

SPECIFICATIONS FOR GROUNDS MAINTENANCE

Contractor must be knowledgeable and have experience in commercial landscaping and maintenance.

Contractor must be knowledgeable about various types and varieties of grass, bushes and shrubs, and trees that would the best choice for each specific branch library. Vendor must know how to plant them properly and maintain them so they thrive.

Contractor must be able to perform the following tasks in a professional manner:

- Cut grass
- Edge along sidewalks and curbs
- Blow sidewalks and parking areas
- Clean out debris from storm water grates
- Pick up any broken branches from trees or bushes
- Pick up any trash/litter on library grounds

NOTE: These tasks must be completed once a week from March 1st through September 30th and every two weeks from October 1st through February 28th. Frequency may be adjusted, if necessary, to maintain a neat and well-groomed appearance.

Carry away all grass clippings and cut-off/broken twigs and branches from the premises. Any accumulation of grass clippings after mowing must be raked up and disposed of by the contractor. No clippings or debris may be dumped on adjacent property.

Maintain weed control in beds, parking lots, and sidewalks either by chemical means or by hand or both if necessary. **Weed growth must be monitored and weeds removed regularly**.

Fertilize grass once each year and fertilize bushes/trees as needed based on the type of bushes/trees.

Trim/prune trees and bushes as needed to maintain a neat appearance, especially along sidewalks and walkways. Remove cut twigs/branches from the premises. The type of trimming and pruning should be based upon contractor's knowledge of each specific type of tree and bush. Special care must be taken with pruning crape myrtles.

Replenish pine straw or mulch where currently utilized around trees and shrubbery twice a year to maintain a neat appearance and serve as mulch. Bidder is responsible for obtaining pine straw or mulch which must be approved prior to installation.

Remove and replace dead trees/bushes as needed.
Any parts of the irrigation system broken or damaged by contractor shall be replaced and/or repaired at the contractor's expense.

Any plants, trees or bushes damaged by contractor shall be replaced at the contractor's expense with same plant and size.

Awarded bidder must have their business located within 40 mile radius of Lexington, SC.

Remove and replace dead trees/bushes as needed.

NOTE: Costs for this service are not part of this contract but will be handled on a case by case basis as needed. Choice and cost of replacement tree/bushes will be mutually agreed upon by the Library and the contractor.

Monitor for pest and diseases. Cost for treatment, if needed, are not part of the contract but handled on a case by case as needed basis.

Bidder Checklist:
Bidder is acknowledging that the following items have been provided with their bid.

_____ List of References
Initial
_____ Bid Bond
Initial
_____ Certificate of Familiarity
Initial
_____ Acknowledgment of Amendment Number #____ Dated _____
Initial

COUNTY OF LEXINGTON

Procurement Services
212 South Lake Drive, Suite 503, Lexington, SC 29072
Ph: (803) 785-8166 / Fax: (803) 785-2240

BIDDERS SCHEDULE

BID NUMBER: C12017-05/24/12B DATE: April 23, 2012

OPENING DATE AND TIME: May 24, 2012 @ 3:00 pm EST

ADDRESS: Lexington County Procurement Office
County Administration Bldg., 5th Floor
212 South Lake Drive, Suite 503, Lexington SC 29072

PROCUREMENT: Under a term contract provide all materials, equipment, and labor for **Grounds Maintenance for All County Libraries** in accordance with the specifications, conditions, and provisions as applicable to this solicitation.

Requesting monthly pricing on grounds maintenance for the locations per specifications

ITEM NUMBER	QTY U/I		DESCRIPTION MFG/MDL/STK #	UNIT PRICE	TOTAL PRICE
01	12	MO	Batesburg/Leesville Branch	$_____	$_____
02	12	MO	Cayce-West Columbia Branch	$_____	$_____
03	12	MO	Chapin Branch	$_____	$_____
04	12	MO	Pelion Branch	$_____	$_____
05	12	MO	Gaston Branch	$_____	$_____
06	12	MO	Gilbert-Summit Branch	$_____	$_____
07	12	MO	Irmo Branch	$_____	$_____
08	12	MO	Lexington Main Library	$_____	$_____
09	12	MO	Swansea Branch	$_____	$_____
10	12	MO	South Congaree/Pine Ridge Branch	$_____	$_____

TOTAL ANNUAL BID AMOUNT $_____

THIS CONTRACT WILL BECOME EFFECTIVE JULY 1, 2012.

COMPANY: _____ AUTHORIZED SIGNATURE: _____

The attached Certificate of Familiarity must be returned with bid.

SOLICITATION NUMBER: C12017-05/24/12B **DATE: April 23, 2012**

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. 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 and certify that I am authorized to sign this bid. I further certify that this bid is good for a period of ninety (90) days, unless otherwise stated.

Company Name as registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Date	Telephone Number Fax Number
Remittance Address	E-mail Address (PLEASE PRINT)
City, State, Zip	
Telephone Number	Toll-Free Number if available
Federal Tax ID Number	SC Sales and Use Tax Number

DOES YOUR FIRM OWE THE COUNTY OF LEXINGTON ANY DELINQUENT BUSINESS PROPERTY TAXES?

___ YES/___ NO

COUNTY OF LEXINGTON

C12017-05/24/12B
GROUNDS MAINTENANCE FOR ALL COUNTY LIBRARIES – TERM CONTRACT

LIST OF REFERENCES

Please list four (4) references that your company has recently or currently provided similar products and/or services for within the last five (5) years at same magnitude as this solicitation.

Company Name

Representative

Address

Address

Telephone # / Fax #

E-Mail Address

Company Name

Representative

Address

Address

Telephone # / Fax #

E-Mail Address

Company Name

Representative

Address

Address

Telephone # / Fax #

E-Mail Address

Company Name

Representative

Address

Address

Telephone # / Fax #

E-Mail Address

TO: **JO MARIE BROWN, CPPB , PROCUREMENT OFFICER**
FAX: **803-785-2240 or Email your questions to jmbrown@lex-co.com**

REQUEST FOR WRITTEN RESPONSE TO QUESTIONS
C12017-05/24/12B
GROUNDS MAINTENANCE FOR ALL COUNTY LIBRARIES – TERM CONTRACT

Deadline for questions is May 16, 2012 at 4:00 p.m.
All questions must be submitted in writing.

OFFEROR NAME AND ADDRESS: DATE:

CONTACT PERSON:

TELEPHONE #:

FAX #:

(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER WHEREVER POSSIBLE)

ATTACHMENTS:
COUNTY OF LEXINGTON CONTRACT SAMPLE

COUNTY OF LEXINGTON

Procurement Services
212 South Lake Drive, Suite 503, 5th Floor
Lexington, South Carolina 29072-3493

Phone (803) 785-XXXX
Fax (803) 785-2240

SAMPLE

(Date)

Vendor Name
Contact Person
Address
City, State Zip Code

Re: Bid No. CXXXXX-XX/XX/XXX
Contract Name

Dear Sir/Madam:

Enclosed are two (2) signed original contract forms for the above referenced project. Upon review and approval, please have each copy of the contract signed on behalf of your company and return one fully executed original of the contract along with certificate of insurance to my office.

We look forward to working with you on this project. Should you have any questions concerning this contract, please call me.

Sincerely,

Procurement Officer

STATE OF SOUTH CAROLINA) CONTRACT FOR _____
COUNTY OF LEXINGTON)

THIS AGREEMENT is entered into by and between the **County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072** (hereinafter referred as "County"), and ***(Vendor Name), (Address), (City), (State), (Zip Code)*** (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide a portion of ***(Contract Name)*** pursuant to BID No. ***CXXXX-XX/XX/XX*** (hereinafter referred to as the "BID"). Any deviation from the BID shall specifically be set forth in this contract. Any questions as to the product/services to be performed under this contract or day to day questions should be directed to the Procurement Manager of Lexington County or his designee.

2. **Term of Contract**. The term of this contract shall commence on ***(Date)*** and shall continue for a period of XX (X) year(s). County shall have the right, but not the obligation, to renew this contract for XX (X) additional one-year periods under the same terms and conditions. This contract may be extended upon County written notice not less than thirty (30) days prior to the expiration of the initial term or any extension hereof.

3. **Compensation**. County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit "A" and there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.

4. **Payment Terms**. Payment will be made within thirty (30) days after acceptance of completed order/project.

5. **Modification / Change Orders**. Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County and Company, and executed with the same formality as this contract.

6. **Termination**. This contract may be terminated pursuant to the BID.

7. **Indemnification**. Company shall provide indemnification as set forth in the BID.

8. **Breach / Waiver**. No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

9. **Severability**. If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contact shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable therefrom.

10. **Entire Agreement and Priority of Documents**. This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by Company to County leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the contract, the order of priority in descending order is (i) this document, (ii) the BID, and then (iii) the Response.

SAMPLE

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this _____ day of _____, 20__.

WITNESSES:

_____

_____

Procurement Officer

(VENDOR NAME)

BY: _____

ITS: _____

COUNTY OF LEXINGTON,
SOUTH CAROLINA

BY: _____

Procurement Manager

SAMPLE

EXHIBIT A

SCHEDULE OF CHARGES:

SAMPLE