

COUNTY OF LEXINGTON
Procurement Services, 212 South Lake Drive, Suite 503, Lexington, SC 29072
Ph: (803) 785-8319 / Fax: (803) 785-2240

INVITATION FOR BIDS

BID NUMBER: B15013-09/29/14S DATE: August 25, 2014

OPENING DATE AND TIME: *September 29, 2014 @ 3:00 PM E.S.T.*

OPENING LOCATION: Lexington County Administration Building,
5th Floor Procurement Conference Room
212 South Lake Drive, Suite 503, Lexington SC

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

PROCUREMENT FOR: **LANDSCAPE IMPROVEMENTS FOR PHASE I ROADWAY
IMPROVEMENTS TO 12TH STREET EXTENSION AT THE SAXE
GOTHA INDUSTRIAL PARK**

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. No Faxed Bids Will Be Permitted.

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: _____
Angela M. Seymour
Procurement Officer

NOTICE TO BIDDERS: 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 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 aseymour@lex-co.com to be registered as a potential bidder to receive any subsequent amendments.

Deadline for questions is September 15, 2014 at 4:00 P.M. E.S.T. All questions must be submitted in writing.

Jeffrey A. Hyde
Procurement Manager

SOLICITATION #: B15013-09/29/14S

PROCUREMENT: LANDSCAPE IMPROVEMENTS FOR PHASE I ROADWAY IMPROVEMENTS TO 12TH STREET EXTENSION AT THE SAXE GOTHA INDUSTRIAL PARK

"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 Lexington County's Vendor 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:** In order to receive a copy of the bid tabulation, you must enclose a self addressed stamped envelope. Intent to Award and/or Statement of Award 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, insurances 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

WORKERS COMPENSATION

As required by the State of South Carolina.

COMPREHENSIVE GENERAL LIABILITY

Premises Operations

Contractual Liability

Independent Contractors

LIMIT

Statutory

\$1,000,000 Single Limit

Personal Injury

Products - Completed Operations

AUTOMOBILE LIABILITY

All Owned, Non-Owned, and Hired

\$ 100,000 Combined

- 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 insured's 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, its 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".
- 6.9 Lexington County reserves the right to review and approve contracted vendor's insurance carrier.
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 may 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 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, Suite 503, 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:** Contractor agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based upon race, sex, national origin, age, disability, or in any way violation of Title VII of 1964 Civil Rights Act and amendments or the South Carolina Human Affairs Law, except as permitted by said laws.
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, under penalties of perjury, that you comply with Title 12, Chapter 36, Article 1 of the SC Code of Laws relating to payment of any applicable taxes. This will certify to the County your compliance.***

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 of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed, and properly submitted invoice to the County 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 and billed 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.*** Until the final payment is made, the County shall pay 90% of the amount due to the Contractor on progress payments, with the remaining 10% to be held as retainage. All invoices and correspondence shall be sent to: Procurement Services, County of Lexington, 212 South Lake Drive, Lexington, SC 29072-3493
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 between the Contractor.
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.

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.
28. 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.
 - 28.1 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.
 - 28.2 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.
 - 28.3 Termination requirement does not apply if contract is to terminate at the end of an established contract term.
 - 28.4 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.

SPECIFICATIONS

1. The specifications for this bid are included on the attached Alliance Consulting Engineers drawings L1 – L9 (10 pages) dated December 2013.

COUNTY OF LEXINGTON
Procurement Services, 212 South Lake Drive, Suite 503, Lexington, SC 29072
Ph: (803) 785-8319 / Fax: (803) 785-2240

BIDDERS SCHEDULE

BID NUMBER: B15013-09/29/14S

DATE: August 25, 2014

OPENING DATE AND TIME: *September 29, 2014 @ 3:00 PM E.S.T.*

OPENING LOCATION: Lexington County Procurement Office
 County Administration Bldg., 5th floor
 212 South Lake Drive, Suite 503, Lexington SC

PROCUREMENT: Provide all materials, equipment, and labor for **Landscape Improvements for Phase I Roadway Improvements To 12th Street Extension at The Saxe Gotha Industrial Park** in accordance with the specifications, conditions, and provisions as applicable to this solicitation. All prices are to include all applicable shipping costs.

Delivery Requirements: FOB Destination-Freight Prepaid to Lexington, South Carolina.

ITEM NUMBER	QTY U/I	DESCRIPTION MFG/MDL/STK #	UNIT PRICE	TOTAL PRICE
01	01 JOB	Landscape Improvements for Phase I Roadway Improvements to 12 th Street Extension at the Saxe Gotha Industrial Park as outlined in the drawings and specifications	\$_____	\$_____

Delivery_____ Days after Receipt of Order

Bidder Checklist:

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

_____ Bid Bond
 Initial

_____ Certificate of Familiarity
 Initial

_____ Acknowledgment of Amendment Number ___ - ___
 Initial

_____ List of References
 Initial

BIDDER: _____ **SIGNATURE:** _____

The attached Certificate of Familiarity must be returned with bid.

COUNTY OF LEXINGTON

B15013-09/29/14S

LANDSCAPE IMPROVEMENTS FOR PHASE I ROADWAY IMPROVEMENTS TO 12TH STREET
EXTENSION AT THE SAXE GOTHA INDUSTRIAL PARK

LIST OF REFERENCES

Please list four (4) references that your company has recently or currently provided similar products and/or services for.

Company Name

Company Name

Representative

Representative

Address

Address

City, State, Zip Code

City, State, Zip Code

Telephone # / Fax #

Telephone # / Fax #

E-Mail Address

E-Mail Address

Company Name

Company Name

Representative

Representative

Address

Address

City, State, Zip Code

City, State, Zip Code

Telephone # / Fax #

Telephone # / Fax #

E-Mail Address

E-Mail Address

COMPANY: _____ AUTHORIZED SIGNATURE: _____

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

Authorized Signature with the IRS

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number Fax Number

CONTRACTOR'S LICENSE # _____

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 TAXES?

___ YES/___ NO

TO: ANGELA M. SEYMOUR, PROCUREMENT OFFICER
FAX: 803-785-2240
E-MAIL: aseymour@lex-co.com

REQUEST FOR WRITTEN RESPONSE TO QUESTIONS
BID NO. B15013-09/29/14S
LANDSCAPE IMPROVEMENTS FOR PHASE I ROADWAY IMPROVEMENTS TO 12TH STREET
EXTENSION AT THE SAXE GOTHA INDUSTRIAL PARK

Deadline for questions is September 15, 2014 @ 4:00 PM
All questions must be submitted in writing.

OFFEROR NAME AND ADDRESS:

DATE:

CONTACT PERSON:

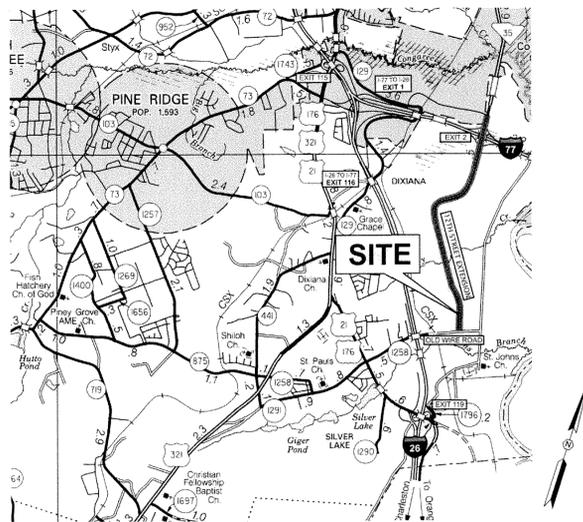
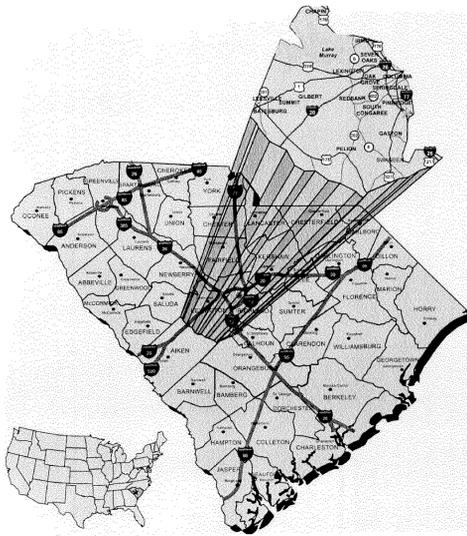
TELEPHONE #:

FAX #:

(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER WHEREVER POSSIBLE)

LANDSCAPE IMPROVEMENTS FOR PHASE I ROADWAY EXPANSION TO 12TH STREET EXTENSION AT THE SAXE GOTHA INDUSTRIAL PARK

FOR LEXINGTON COUNTY IN LEXINGTON COUNTY, SOUTH CAROLINA



LOCATION MAP
SCALE 1" = 1 MILE



SHEET INDEX

SHEET NO

- L1
- L2
- L3
- L4
- L5
- L6
- L7
- L8
- L9

SHEET

- OVERALL INDEX SHEET
- LANDSCAPE PLAN (STATION 21+50 TO 34+00)
- LANDSCAPE PLAN (STATION 34+00 TO 46+50)
- LANDSCAPE PLAN (STATION 46+50 TO 60+00)
- LANDSCAPE PLAN (STATION 64+00 TO 74+00)
- LANDSCAPE PLAN (STATION 74+00 TO 88+00)
- LANDSCAPE PLAN (STATION 88+00 TO 102+00)
- LANDSCAPE PLAN (STATION 116+00 TO 120+00)
- LANDSCAPE DETAIL

UTILITY PROVIDER CONTACTS

ELECTRICAL AND NATURAL GAS PROVIDER:
CONTACT: MR. MORGAN HARRELL, SCANA CORPORATION/SCE&G
TELEPHONE: (803) 217-5716
FACSIMILE: (803) 933-8036

TELECOMMUNICATIONS PROVIDER:

CONTACT: MS. HENRIE BASKINS
AT&T
TELEPHONE: (803) 401-2228
FACSIMILE: (803) 765-2674

WATER AND WASTEWATER UTILITY PROVIDER:

CONTACT: MR. BLAKE BRIDWELL, DIRECTOR OF UTILITIES
CITY OF CAYCE
TELEPHONE: (803) 796-9020
FACSIMILE: (803) 739-5386

LEXINGTON COUNTY COUNCIL MEMBERS

MR. JOHNNY W. JEFFCOAT, CHAIRMAN
MR. M. TODD CULLUM, VICE CHAIRMAN
MR. WILLIAM B. "BILL" BANNING, SR.
MR. KENT COLLINS
MR. BOBBY C. KEISLER
MR. JAMES E. "JIM" KINARD, JR.
MR. BRAD MATTHEWS
MS. DEBRA B. "DEBBIE" SUMMERS
MR. FRANK J. TOWNSEND, III

DEVELOPER INFORMATION

OWNER: LEXINGTON COUNTY
CONTACT: MR. JEFF McNESBY, COUNTY ENGINEER
ADDRESS: 212 SOUTH LAKE DRIVE
CITY, STATE: LEXINGTON, SOUTH CAROLINA 29072-3437
TELEPHONE: (803) 785-8201
FAX: (803) 785-8593
EMAIL: JMCNESBY@LEX-CO.COM

NPDES PERMIT INFORMATION

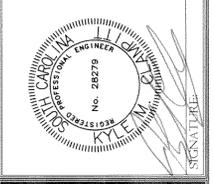
NPDES DISTURBED
AREA = 28.7 ACRES
APPROXIMATE LOCATION OF ROADWAY IS:
LONGITUDE 81° 2'30" W
LATITUDE 33° 54'00" N

RAILROAD INVOLVEMENT?
YES / NO

APPROVED FOR CONSTRUCTION

DATE JEFF McNESBY, PE
COUNTY ENGINEER

REVISION	DATE

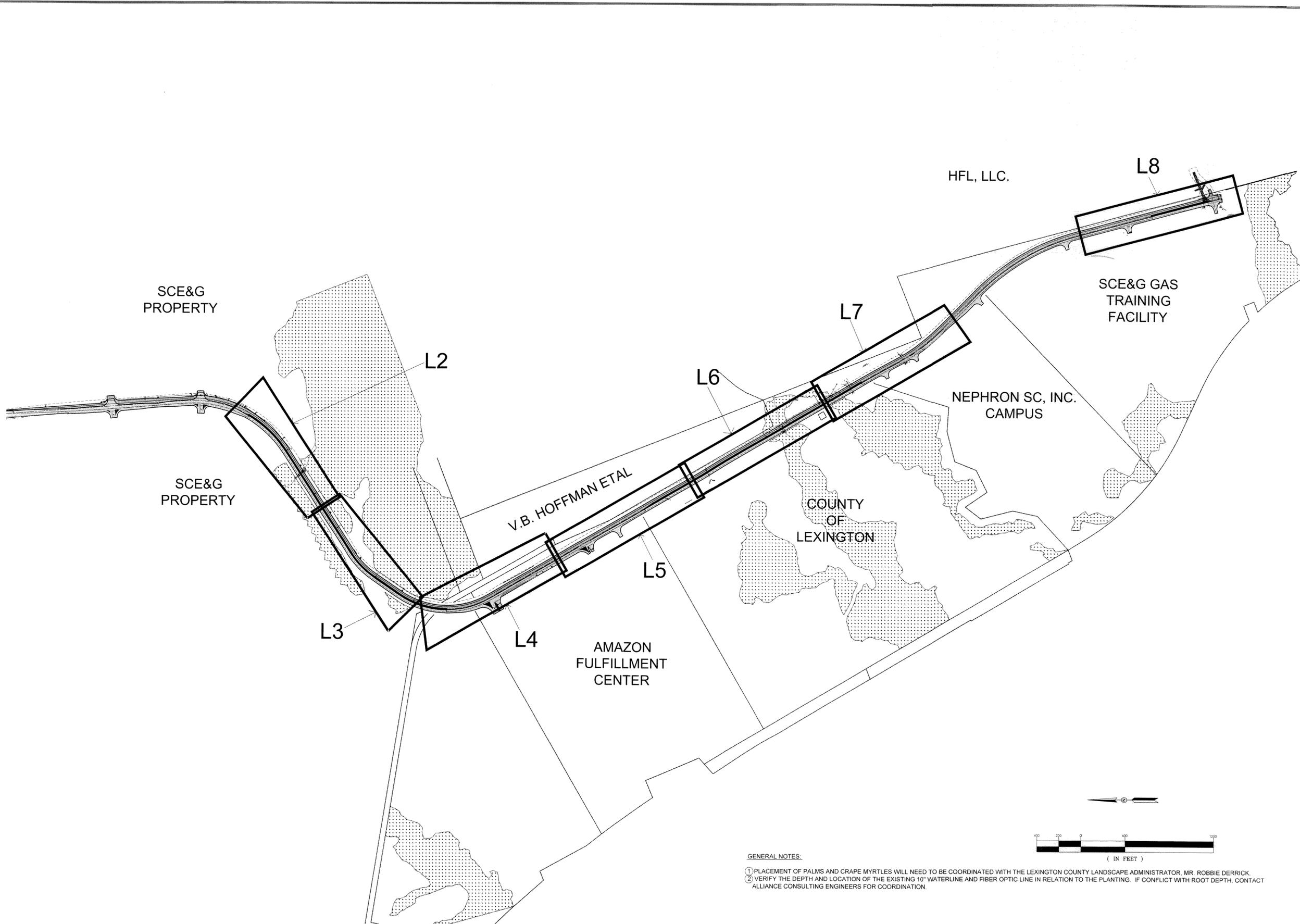


ALLIANCE CONSULTING ENGINEERS, INC.
POST OFFICE BOX 8147
COLUMBIA, SOUTH CAROLINA 29202-8147
PHONE (803) 779-2078
FAX (803) 779-2079
WWW.ALLIANCECE.COM

PROJECT: LANDSCAPE IMPROVEMENTS FOR PHASE I ROADWAY EXPANSION TO 12TH STREET EXTENSION AT THE SAXE GOTHA INDUSTRIAL PARK FOR LEXINGTON COUNTY SOUTH CAROLINA

DECEMBER 2013
Project No. 12109-0032
DWG NO. 01.812-E05

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GENERAL NOTES:

- ① PLACEMENT OF PALMS AND CRAPE MYRTLES WILL NEED TO BE COORDINATED WITH THE LEXINGTON COUNTY LANDSCAPE ADMINISTRATOR, MR. ROBBIE DERRICK.
- ② VERIFY THE DEPTH AND LOCATION OF THE EXISTING 10" WATERLINE AND FIBER OPTIC LINE IN RELATION TO THE PLANTING. IF CONFLICT WITH ROOT DEPTH, CONTACT ALLIANCE CONSULTING ENGINEERS FOR COORDINATION.

REVISION	DATE
PRE-BID REVISION	SEPTEMBER 4, 2013

APPROVALS

ENGINEER	DESIGNER	TECHNICIAN	CHECKED BY	APPROVED
KAC	RSW	RSW	JWF/RSW	KAC

Professional Engineer Seal for Kyle M. O'Brien, No. 28279, State of North Carolina.

ALLIANCE CONSULTING ENGINEERS
 Alliance Consulting Engineers, Inc.
 Post Office Box 8147, Columbia, SC 29202-8147
 Phone: (803) 779-2078 • Fax: (803) 779-2079

OVERALL INDEX SHEET
 SHEET DATE: DECEMBER 2013 SCALE: AS SHOWN

PROJECT: LANDSCAPE IMPROVEMENTS FOR PHASE I ROADWAY EXPANSION TO 12TH STREET EXTENSION AT THE SAXE GOTHA INDUSTRIAL PARK FOR LEXINGTON COUNTY
 SOUTH CAROLINA LEXINGTON COUNTY

FILE NAME: LLDWG
 REFERENCE FILE: LANDSCAPE BASELWG
 PROJECT NO.: 12109-0032

DWG NO. 01.812-E05

LEGEND			
SYMBOL	ITEM	SCIENTIFIC NAME	COMMON NAME
	SP	SABAL PALMETTO	CABBAGE PALM
	Li	LAGERSTREMIA INDIA X FAURIEI	CRAPE MYRTLE - MIAMI
	lo	ILEX OPACA	CRONENBURG AMERICAN HOLLY
	Ig	ILEX GREENLEAF	GREENLEAF HOLLY

NOTES:
CADD FILES WILL BE PROVIDED TO CONTRACTOR FOR USE OF PRICING ONLY.
NO SURVEY HAS BEEN PROVIDED AND IS SUBJECT TO CHANGE.

1. REFERENCE IS MADE TO PHASE I ROADWAY IMPROVEMENTS TO 12TH STREET EXTENSION AT THE SAXE GOTHE INDUSTRIAL PARK FOR LEXINGTON COUNTY PLANS BY ALLIANCE CONSULTING ENGINEERS, INC DATED FEBRUARY 2013.

DEVELOPER INFORMATION
OWNER: LEXINGTON COUNTY
CONTACT: MR. JEFF MCNESEY, COUNTY ENGINEER
ADDRESS: 212 SOUTH LAKE DRIVE
CITY, STATE: COLUMBIA, SOUTH CAROLINA 29072-3437
TELEPHONE: (803) 785-6201
FAX: (803) 785-8593
EMAIL: jmcnesby@lex-co.com

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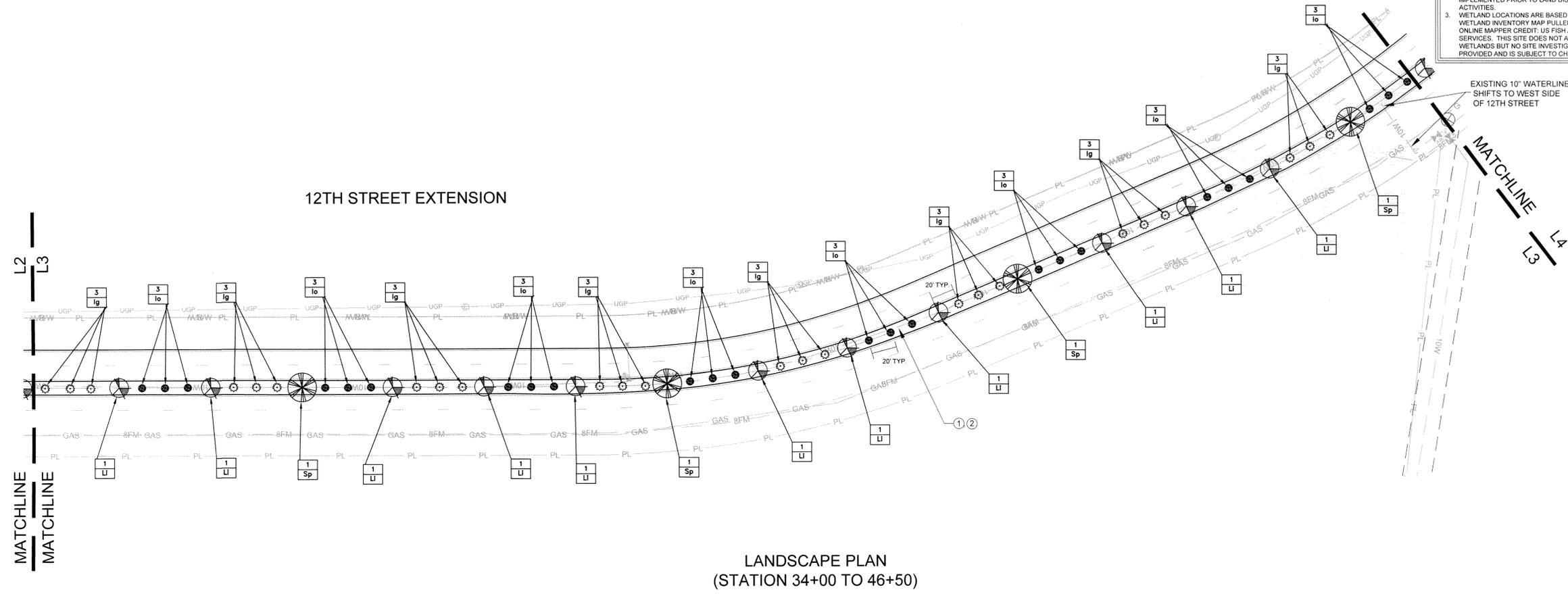
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REVISION	
DATE	DESCRIPTION

APPROVALS	ENGINEER	INSPECTOR	CHECKED BY	APPROVED
	KMC	RSW	JWF/RSW	KMC



ALLIANCE CONSULTING ENGINEERS
Alliance Consulting Engineers, Inc.
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Phone: (803) 779-2078 • Fax: (803) 779-2079



LANDSCAPE PLAN
(STATION 34+00 TO 46+50)

GENERAL NOTES:
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LANDSCAPE PLAN
STATION 34+00 TO 46+50

PROJECT
LANDSCAPE IMPROVEMENTS FOR
PHASE I ROADWAY EXPANSION
TO 12TH STREET EXTENSION
AT THE SAXE GOTHA
INDUSTRIAL PARK
FOR
LEXINGTON COUNTY

FILE NAME:	L3.DWG	SHEET	L3
REFERENCE FILE:	LANDSCAPE BASE.DWG	OF	9
PROJECT NO.	12109_0332		

DWG NO. 01.812-E05

LEGEND			
SYMBOL	ITEM	SCIENTIFIC NAME	COMMON NAME
	SP	SABAL PALMETTO	CABBAGE PALM
	Li	LAGERSTREMIA INDIA X FAURIEI	CRAPE MYRTLE -MIAMI
	Io	ILEX OPACA	CROONENBURG AMERICAN HOLLY
	Ig	ILEX GREENLEAF	GREENLEAF HOLLY

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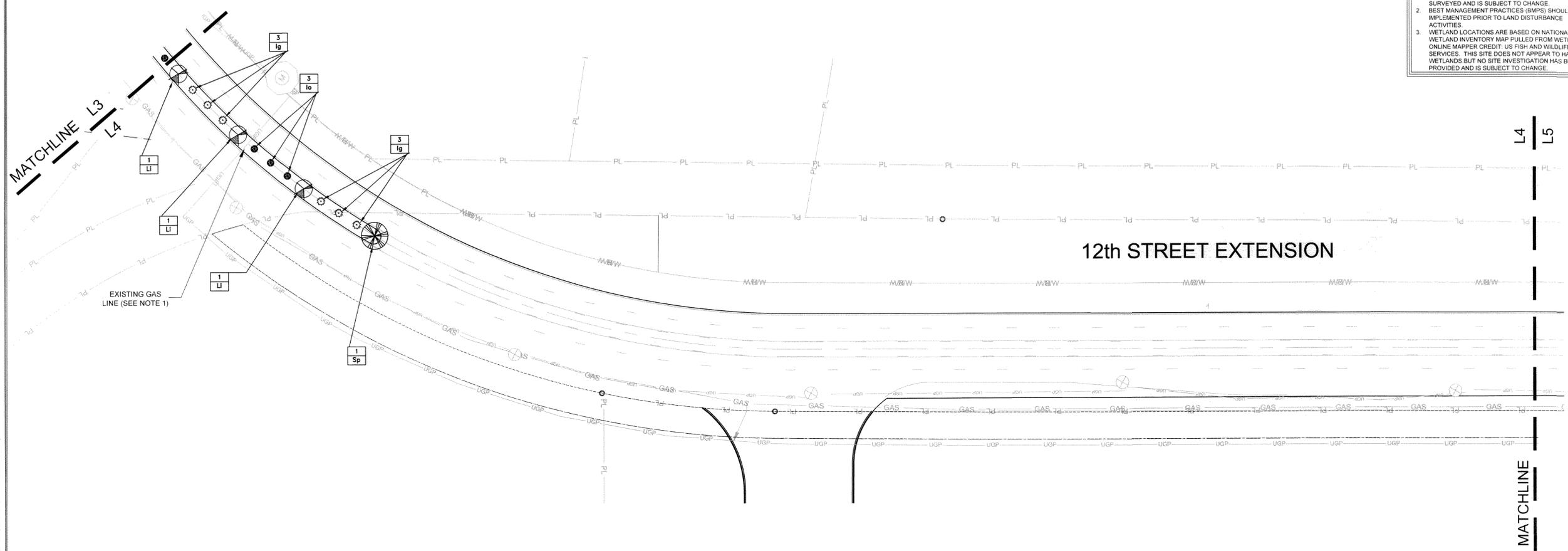
DEVELOPER INFORMATION
OWNER: LEXINGTON COUNTY
CONTACT: MR. JEFF MCNESEY, COUNTY ENGINEER
ADDRESS: 212 SOUTH LAKE DRIVE
CITY, STATE: COLUMBIA, SOUTH CAROLINA 29072-3437
TELEPHONE: (803) 785-8201
FAX: (803) 785-8593
EMAIL: jmcnesby@lex-co.com

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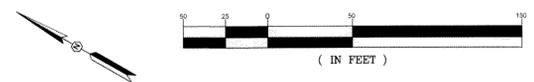
REVISION DATE	

APPROVALS	ENGINEER	DESIGNER	TECHNICIAN	CHECKED BY	APPROVED
	KMC	RSW	RSW	IWF/RSW	KMC



12th STREET EXTENSION

LANDSCAPE PLAN
(STATION 46+50 TO 60+00)



- GENERAL NOTES:**
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 2. VERIFY THE DEPTH AND LOCATION OF THE EXISTING 10" WATERLINE AND FIBER OPTIC LINE IN RELATION TO THE PLANTING. IF CONFLICT WITH ROOT DEPTH, CONTACT ALLIANCE CONSULTING ENGINEERS FOR COORDINATION.

ALLIANCE CONSULTING ENGINEERS
Alliance Consulting Engineers, Inc.
Part Office Box 8147, Columbia, South Carolina 29202-8147
Phone: (803) 779-2018 • Fax: (803) 779-2079

LANDSCAPE PLAN
(STATION 46+50 TO 60+00)

SHEET

DATE: DECEMBER, 2013 SCALE: AS SHOWN

PROJECT
LANDSCAPE IMPROVEMENTS FOR
PHASE I ROADWAY EXPANSION
TO 12TH STREET EXTENSION
AT THE SAXE GOTHA
INDUSTRIAL PARK
FOR
LEXINGTON COUNTY

FILE NAME: L4.DWG	SHEET L4
REFERENCE FILE: LANDSCAPE BASE.DWG	OF 9
PROJECT NO. 12109-0032	

DWG NO. 01.812-E05

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	Li	LAGERSTREMIA INDIA X FAURIEI	CRAPE MYRTLE -MIAMI
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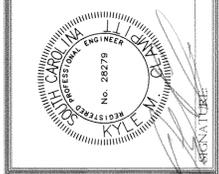
1. REFERENCE IS MADE TO PHASE I ROADWAY IMPROVEMENTS TO 12TH STREET EXTENSION AT THE SAXE GOTHA INDUSTRIAL PARK FOR LEXINGTON COUNTY PLANS BY ALLIANCE CONSULTING ENGINEERS, INC. DATED FEBRUARY 2013.

DEVELOPER INFORMATION
 OWNER: LEXINGTON COUNTY
 CONTACT: MR. JEFF MONESEY COUNTY ENGINEER
 ADDRESS: 212 SOUTH LAKE DRIVE
 CITY STATE: COLUMBIA, SOUTH CAROLINA 29072-3437
 TELEPHONE: (803) 785-8201
 FAX: (803) 785-8893
 EMAIL: jmonesby@lex-co.com

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REVISION DATE	



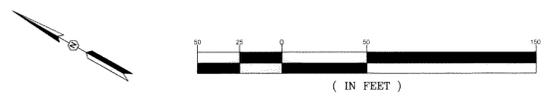
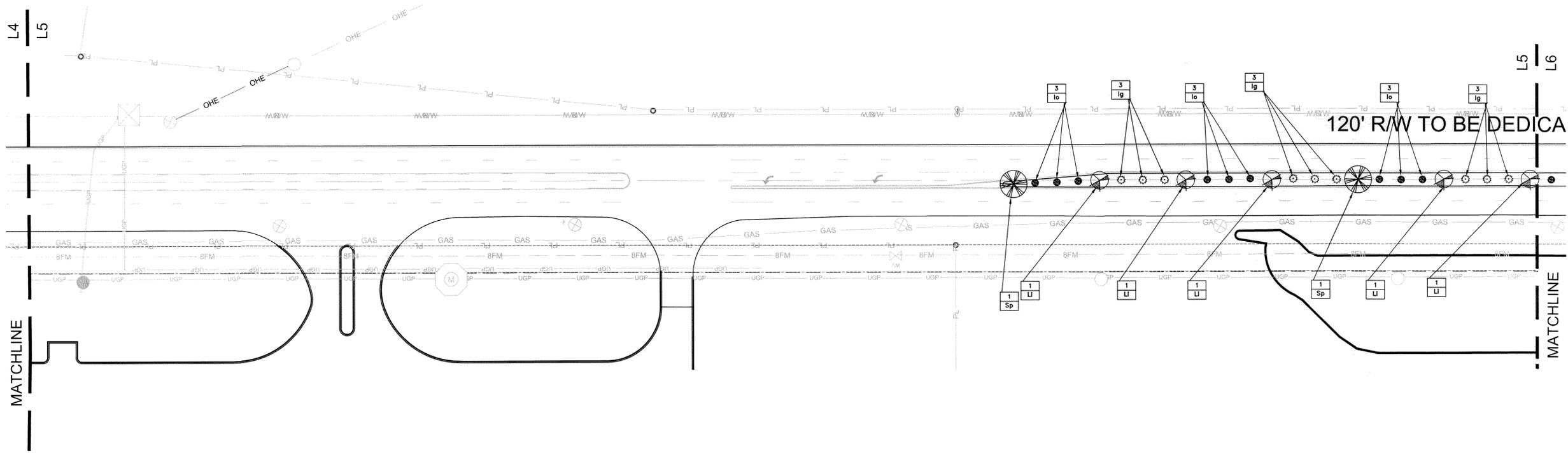
ALLIANCE CONSULTING ENGINEERS
 Alliance Consulting Engineers, Inc.
 P.O. Office Box 8147 Columbia, South Carolina 29202-8147
 Phone: (803) 779-2078 • Fax: (803) 779-2079

LANDSCAPE PLAN
 STATION 60+00 TO 74+00

PROJECT
 LANDSCAPE IMPROVEMENTS FOR
 PHASE I ROADWAY EXPANSION
 TO 12TH STREET EXTENSION
 AT THE SAXE GOTHA
 INDUSTRIAL PARK
 FOR
 LEXINGTON COUNTY

FILE NAME:	L5.DWG	SHEET	L5
REFERENCE FILE:	LANDSCAPE BASE.DWG	OF	9
PROJECT NO.:	12109-0032		

DWG NO. 01.812-E05



LANDSCAPE PLAN
 (STATION 60+00 TO 74+00)

- GENERAL NOTES:**
- ① PLACEMENT OF PALMS AND CRAPE MYRTLES WILL NEED TO BE COORDINATED WITH THE LEXINGTON COUNTY LANDSCAPE ADMINISTRATOR, MR. ROBBIE DERRICK.
 - ② VERIFY THE DEPTH AND LOCATION OF THE EXISTING 10" WATERLINE AND FIBER OPTIC LINE IN RELATION TO THE PLANTING. IF CONFLICT WITH ROOT DEPTH, CONTACT ALLIANCE CONSULTING ENGINEERS FOR COORDINATION.

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	Li	LAGERSTREMIA INDIA X FAURIEI	CRAPE MYRTLE -MIAMI
	lo	ILEX OPACA	CROONENBURG AMERICAN HOLLY
	lg	ILEX GREENLEAF	GREENLEAF HOLLY

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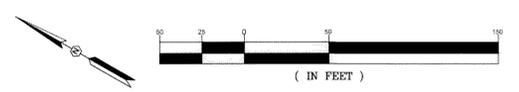
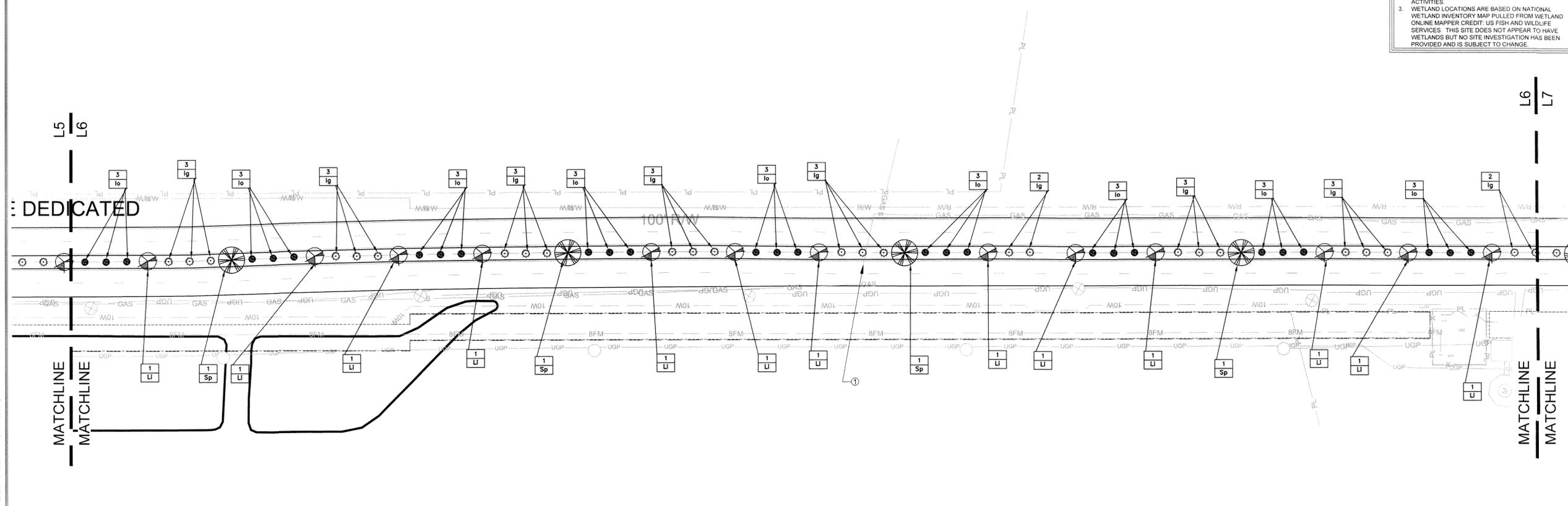
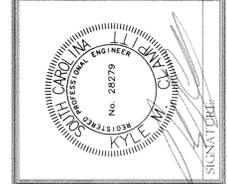
1. REFERENCE IS MADE TO PHASE I ROADWAY IMPROVEMENTS TO 12TH STREET EXTENSION AT THE SAXE GOTHE INDUSTRIAL PARK FOR LEXINGTON COUNTY PLANS BY ALLIANCE CONSULTING ENGINEERS, INC. DATED FEBRUARY 2013.

DEVELOPER INFORMATION
OWNER: LEXINGTON COUNTY
CONTACT: MR. JEFF MCNESSY, COUNTY ENGINEER
ADDRESS: 212 SOUTH LAKE DRIVE
CITY, STATE: COLUMBIA, SOUTH CAROLINA 29072-3437
TELEPHONE: (803) 785-8201
FAX: (803) 785-8553
EMAIL: jmcnesby@lex-co.com

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REVISION DATE	



LANDSCAPE PLAN
(STATION 74+00 TO 88+00)

GENERAL NOTES:
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ALLIANCE CONSULTING ENGINEERS
 Alliance Consulting Engineers, Inc.
 Post Office Box 8147, Columbia, South Carolina 29202-8147
 Phone: (803) 779-2078 • Fax: (803) 779-2079

LANDSCAPE PLAN
STATION 74+00 TO 88+00

DATE: DECEMBER 2013
SCALE: AS SHOWN

PROJECT	LANDSCAPE IMPROVEMENTS FOR PHASE I ROADWAY EXPANSION TO 12TH STREET EXTENSION AT THE SAXE GOTHE INDUSTRIAL PARK LEXINGTON COUNTY SOUTH CAROLINA
FILE NAME:	L6.DWG
REFERENCE FILE:	LANDSCAPE BASE.DWG
PROJECT NO.:	12109-0032
SHEET	L6
OF	9
DWG NO.	01.812-E05

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LEGEND			
SYMBOL	ITEM	SCIENTIFIC NAME	COMMON NAME
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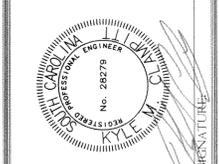
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DEVELOPER INFORMATION
 OWNER: LEXINGTON COUNTY
 CONTACT: MR. JEFF MCNESEBY, COUNTY ENGINEER
 ADDRESS: 212 SOUTH LAKE DRIVE
 CITY, STATE: COLUMBIA, SOUTH CAROLINA 29072-3437
 TELEPHONE: (803) 785-8201
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REVISION		DATE



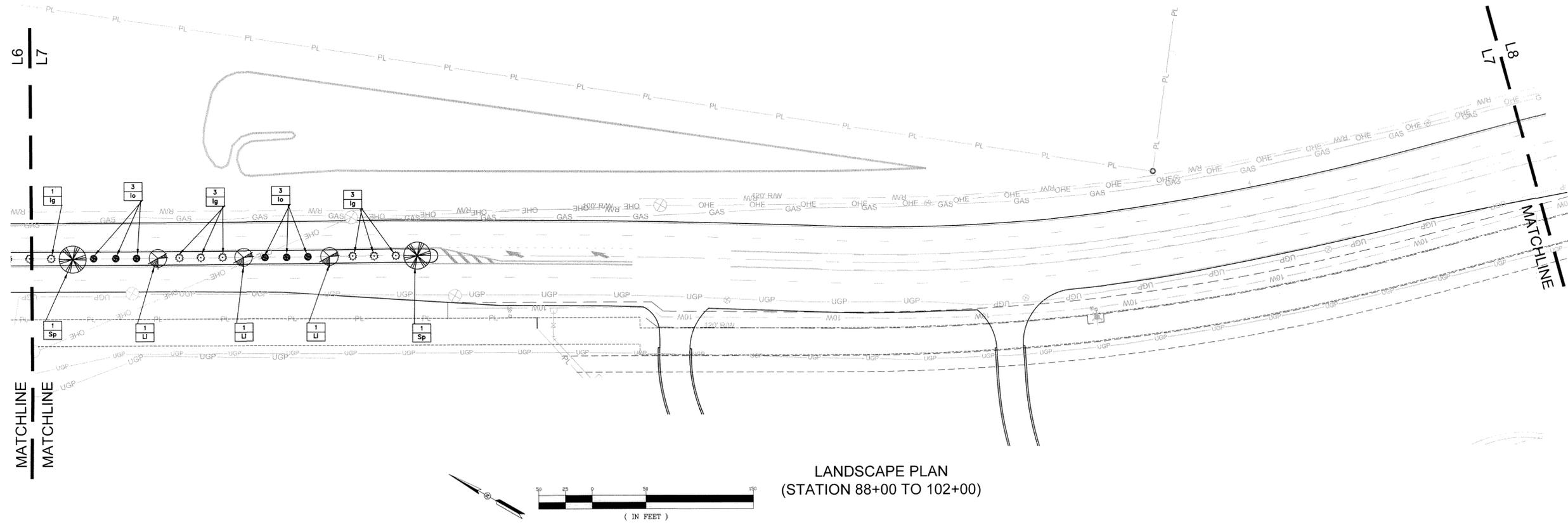
ALLIANCE CONSULTING ENGINEERS
 Alliance Consulting Engineers, Inc.
 Post Office Box 8147, Columbia, South Carolina 29202-8147
 Phone (803) 779-2018 • Fax (803) 779-2079

LANDSCAPE PLAN
 STATION 88+00 TO 102+00
 SCALE: AS SHOWN
 DATE: DECEMBER 2013

PROJECT
 LANDSCAPE IMPROVEMENTS FOR
 PHASE I ROADWAY EXPANSION
 TO 12TH STREET EXTENSION
 AT THE SAXE GOTHA
 INDUSTRIAL PARK
 FOR
 LEXINGTON COUNTY

FILE NAME: L7.DWG
 REFERENCE FILE: LANDSCAPE BASE.DWG
 PROJECT NO.: 12109-0032

DWG NO. 01.812-E05



LANDSCAPE PLAN
 (STATION 88+00 TO 102+00)

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LEGEND			
SYMBOL	ITEM	SCIENTIFIC NAME	COMMON NAME
	SP	SABAL PALMETTO	CABBAGE PALM
	Li	LAGERSTREMIA INDIA X FAURIEI	CRAPE MYRTLE -MIAMI
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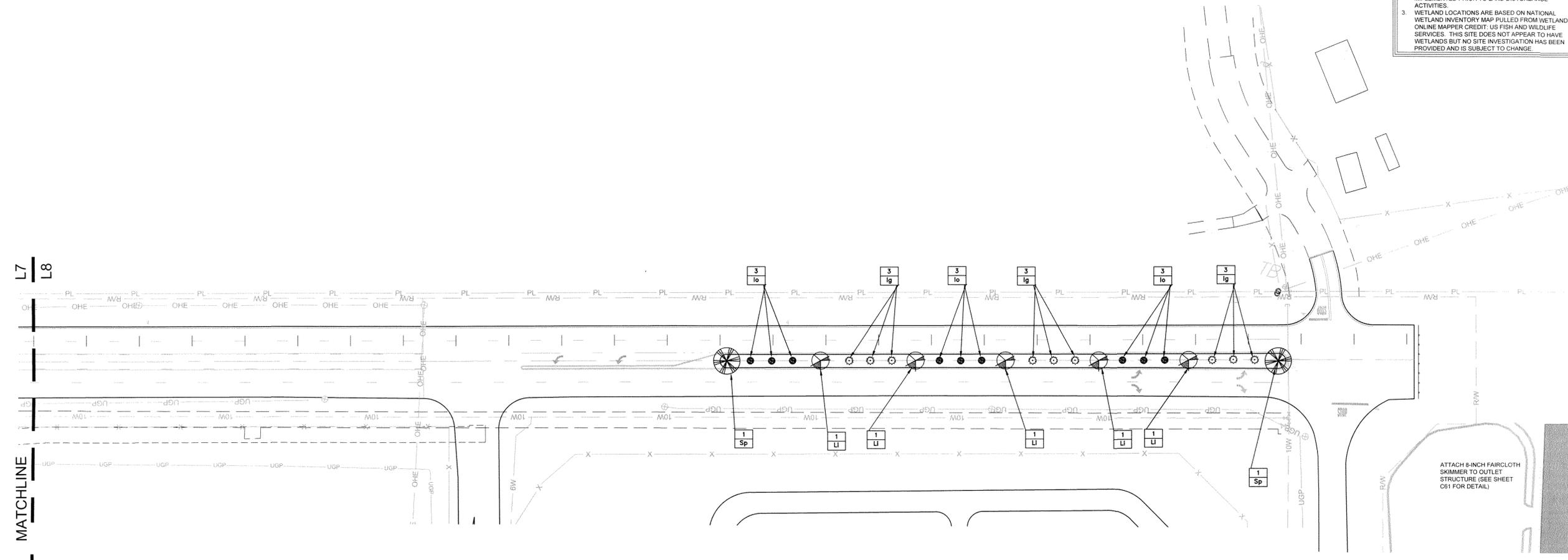
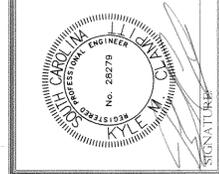
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 OWNER: LEXINGTON COUNTY
 CONTACT: MR. JEFF MAESBY, COUNTY ENGINEER
 ADDRESS: 212 SOUTH LAKE DRIVE
 CITY, STATE: COLUMBIA, SOUTH CAROLINA 29072-3437
 TELEPHONE: (803) 785-8201
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NOTE: UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE FIELD LOCATED PRIOR TO ANY LAND DISTURBANCE BY THE CONTRACTOR

NOTES:
 1. THIS IS A CONCEPT PLAN. THIS SITE HAS NOT BEEN SURVEYED AND IS SUBJECT TO CHANGE.
 2. BEST MANAGEMENT PRACTICES (BMPs) SHOULD BE IMPLEMENTED PRIOR TO LAND DISTURBANCE ACTIVITIES.
 3. WETLAND LOCATIONS ARE BASED ON NATIONAL WETLAND INVENTORY MAP PULLED FROM WETLAND ONLINE MAPPER CREDIT: US FISH AND WILDLIFE SERVICES. THIS SITE DOES NOT APPEAR TO HAVE WETLANDS BUT NO SITE INVESTIGATION HAS BEEN PROVIDED AND IS SUBJECT TO CHANGE.

REVISION DATE	



LANDSCAPE PLAN
 (STATION 116+00 TO 129+07)

ATTACH 8-INCH FAIRCLOTH SKIMMER TO OUTLET STRUCTURE (SEE SHEET 061 FOR DETAIL)

ALLIANCE CONSULTING ENGINEERS
 Alliance Consulting Engineers, Inc.
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PROJECT: LANDSCAPE IMPROVEMENTS FOR PHASE I ROADWAY EXPANSION TO 12TH STREET EXTENSION AT THE SAXE GOTHE INDUSTRIAL PARK FOR LEXINGTON COUNTY SOUTH CAROLINA
 SHEET: LANDSCAPE PLAN (STATION 116+00 TO 129+07)
 DATE: DECEMBER 2013 SCALE: AS SHOWN

FILE NAME: L8.DWG
 REFERENCE FILE: LANDSCAPE BASE.DWG
 PROJECT NO. 12109-0032
 SHEET 18 OF 9
 DWG NO. 01.812-E05

