

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: **B15014-09/25/14K**

DATE: August 27, 2014

OPENING DATE AND TIME: **September 25, 2014 @ 3:00 PM**

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: **LEIBERT COOLING SYSTEM UNIT INSTALLATION**

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: _____
Kay Keisler
Procurement Officer

NOTICE TO BIDDERS: NOTICE TO BIDDERS: There will be a Mandatory Pre-Bid Conference on September 11, 2014 @ 10:00 AM at the County of Lexington Administration Building, 212 South Lake Drive, Suite 503, 5th Floor Procurement Conference Room, Lexington, SC 29072. The Mandatory Pre-Bid Conference will start promptly at 10:00 AM and any persons arriving late will be deemed non-responsible. Due to the importance of all bidders having a clear understanding of the scope and requirements for this contract, *attendance at this meeting will be a prerequisite for bidding on this contract.* Therefore, bids will be considered only from those bidders who are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. It may be helpful to bring the Invitation to Bid with you. Any changes that may be agreed upon as a result of this conference will be noted in an amendment to the bid invitation and mailed to all attendees. 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 kkeisler@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. All questions must be submitted in writing.

Jeffrey A. Hyde
Procurement Manager

SOLICITATION #: B15014-09/25/14K
PROCUREMENT: LEIBERT COOLING SYSTEM UNIT INSTALLATION

"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 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 AND SCOPE OF WORK

Equipment:

One (1) Reconditioned, 10-ton Liebert DS Precision Cooling System

- Air Cooled Down Flow System
- 460 Volts, 60Hz, 3 Phase, 5000 amps rms Short Circuit Current Rating, Nominal 35kW

One (1) Reconditioned Liebert Manufactured Condenser, Model TCDV251-A

- Designed for 105 F outdoor ambient

Scope of Work:

This project consists of: to furnish all materials and perform all labor to install reconditioned 10-ton precision air conditioner. Unit will be identical to the existing units that are currently used in the existing server room. All units function in function in a down-flow configuration.

Contractor's Responsibilities:

- The contractor will provide rigging services to locate unit into the 5th floor suite and the condenser unit on the rooftop.
- Fabricate and install additional steel support frame for the condenser. The location will be determined by the contractor and approved by the owner.
- Install the 10-ton unit into the in the server room, on a raised floor. A 5th floor window may need to be removed and re-installed depending on the contractor's means and methods.
- Install elevated support rack for units to mount on with a common return duct plenum between the units.
- Provide labor and materials to install new refrigerant piping, connections to domestic supply water for humidifier and condensate drain line connection. Refrigerant piping will be flushed and cleaned.
- Provide materials and labor to install all required electrical wiring.
- Perform start up and operational inspections of the equipment.
- Contractor shall provide a minimum of one year warranty (parts and labor) on the reconditioned equipment as specified in this document.
- Control Management Inc. (Trend) will be contracted by successful contractors to change out controls and program a new module. [Blake deTreville (803) 765-9070]
- The contractor shall be responsible for having the system balanced.
- Contractor may use any available electrical supply lines from for power, but will also be responsible for ensuring the wiring is brought up to current national electrical codes.
- Contractor shall provide the County of Lexington with a full installation and operations manual, as well as provide a complete start-up as recommended by the manufacturer.
- The chilled water, supply and drain lines shall be type L hard drawn copper with 1" fiberglass insulation.

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: B15014-09/25/14K **DATE:** August 27, 2014

OPENING DATE AND TIME: September 25, 2014 at 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 **LEIBERT COOLING SYSTEM UNIT INSTALLATION** 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 #	TOTAL PRICE
01	01 LOT	Provide all materials, equipment, and labor To install a reconditioned 10-ton Liebert DS Precision Cooling System and Condenser per The 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

**B15014-09/25/14K
LEIBERT COOLING SYSTEM UNIT INSTALLATION**

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: _____

BID NUMBER: B15014-09/25/14K

DATE: August 27, 2014

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: KAY KEISLER, PROCUREMENT OFFICER
FAX: 803-785-2240
E-MAIL: kkeisler@lex-co.com

REQUEST FOR WRITTEN RESPONSE TO QUESTIONS
BID NO. B15014-09/25/14K
LEIBERT COOLING SYSTEM UNIT INSTALLATION

Deadline for questions is September 15, 2014 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)