



**DORCHESTER COUNTY
BUSINESS SERVICES DEPARTMENT**

201 Johnston Street
St. George, SC 29477

Purchasing Services Division

Rebecca Dantzler
Interim Purchasing Services Manager
201 Johnston St., 2nd Floor
St. George, South Carolina 29477

Telephone (843) 563-0142 or 832-0142
Fax (843) 563-0152 or 832-0152

October 16, 2017

Re: Invitation to Bid for Pump Station Rehab Projects
ITB Number: 2018-3282-4520-19
Bid Opening: 2:00 PM, November 09, 2017

Dear Bidder:

Please refer to the enclosed bid package for the above referenced services. There are six separate pump station rehabilitation projects. Separate contracts will be awarded for each project to be performed pursuant to this invitation to bid. Bidders may bid on any or all projects included in this advertisement; however, work must be completed within ninety (90) days of contract execution. No placed bid should be contingent upon award of more than one project. Any questions concerning the requirements or specifications should be posted to the Vendor Registry website before 5:00 PM, October 31, 2017. A pre-bid meeting will be held on October 24, 2017. To submit bids on ANY of the projects, attendance at this meeting is MANDATORY. Bids must be made on the bid form included in this package.

Provide original, one copy, and one electronic copy (flash drive or CD) of your bid(s). **Bids must be submitted in a sealed package marked on the outside with the bidder's name, address, and Bid Number 2018-3282-4520-19. BIDS RECEIVED AFTER 2:00 PM, NOVEMBER 09, 2017 WILL NOT BE CONSIDERED AND WILL BE RETURNED TO SENDER UNOPENED.** If you are hand-delivering your bids, please familiarize yourself with the new location of the Purchasing Services office. We are located on the second floor of the KFW building located at 201 Johnston Street, St. George, SC. Notification of the successful bidders will be posted on the County website.

Thank you for your participation.

Sincerely,

Rebecca Dantzler
Interim Purchasing Services Manager

THIS IS NOT AN ORDER



INVITATION TO BID

FORMAL SEALED BID (X)

REQUEST FOR QUOTE ()

Bid Title:	Pump Station Rehabilitation Projects
Bid Contact:	Rebecca Dantzler, Interim Purchasing Manager Dorchester County Business Services Purchasing Division rdantzler@dorchestercountysc.gov 843-563-0142
Bid Submittal Location: BIDS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY PURCHASING AGENT PRIOR TO THE CLOSING DATE AND TIME. THE PURCHASING DEPARTMENT HAS MOVED UPSTAIRS ACROSS FROM FINANCE IN KFW BUILDING. PLEASE ENSURE YOU ARE FAMILIAR WITH THE NEW LOCATION BEFORE BID DELIVERY.	Mailing Address: Dorchester County Business Services Attn: Rebecca Dantzler Purchasing Services Division 201 Johnston Street 2 nd Floor St. George, SC 29477
Pre-Bid Conference Information:	There will be a mandatory site visit on Tuesday, October 24, 2017 starting at 9:00a.m. All sites will be visited this day, which should take approximately 3 to 4 hours. Starting point will be at Pump Station #86 located at 4067 Cedars Parkway, North Charleston SC (see attached map of location).
Deadline To Receive Questions:	Tuesday, October 31, 2017 5:00 PM, Local Time
Bid Opening Date:	Thursday, November 09, 2017 2:00 PM, Local Time
Number of Amendments Received	
Vendor Information	Name, Title Agency Mailing Address E-Mail Phone
SC Tax Number:	Federal I.D. or SSN:
Dorchester County Business License Number: <i>(Note: If business does not already possess a license to work in Dorchester County, they must obtain one upon award of bid and before contract is signed)</i>	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or 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 for the bidder.	
Name and Title of Authorized Signatory:	Signature

IF A SUMMARY OF BIDS IS DESIRED, ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE

BID ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within ___ days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within ___ days after receipt of order with transportation cost included and prepaid. Unless otherwise stated and accepted herein, I agree to complete this proposed contract in less than ninety (90) days after issue date of purchase order.

IMPORTANT

IF YOU CONSIDER THESE SPECIFICATIONS AS RESTRICTIVE,
SEE GENERAL PROVISIONS, PARAGRAPH #20, DISCREPANCIES.

* Bids received after the time specified for opening cannot be considered and will be returned to the bidder unopened.

BID SURETY IS REQUIRED ON EACH BID OVER \$25,000.00 IN THE FORM OF A BIDDER'S BOND, CASHIER'S CHECK OR CERTIFIED CHECK IN AN AMOUNT OF 5% OF THE BID AMOUNT, PAYABLE TO THE DORCHESTER COUNTY TREASURER.

CONTENTS OF BID PACKAGE

SECTION I	Bid Schedule
SECTION II	Bid Form
SECTION III	Specifications and Worksheets
SECTION IV	References
SECTION V	Bidder Checklist
SECTION VI	Certificate of Familiarity

SECTION I: BID SCHEDULE

BID NUMBER: 2018-3282-4520-19

AD FOR BIDS: MONDAY, OCTOBER 16, 2017

PRE-BID SITE VISITS: TUESDAY, OCTOBER 24, 2017 @ 9:00 AM EST

DEADLINE FOR QUESTIONS: TUESDAY, OCTOBER 31, 2017 @ 5:00 PM EST

OPENING DATE AND TIME: THURSDAY, NOVEMBER 09, 2017 @ 2:00 PM EST

DORCHESTER COUNTY
Business Services Department
Purchasing Division
201 Johnston Street
2nd Floor
St. George, SC 29477
Phone: (843) 563-0142

SECTION II: BID FORM

Dorchester County reserves the right to add or delete specifications from these projects to match available funds.

AWARD OF CONTRACTS: There are six (6) separate pump station rehabilitation projects. Each project will be awarded a separate contract pursuant to this invitation to bid. Bidders may bid on any or all projects included in this advertisement; however, work must be completed within ninety (90) days of contract execution. Bid(s) must be placed on bid form.

BID SECURITY BOND: For each bid, security shall be in an amount equal to at least five percent (5%) of the amount bid. Certified checks should be made payable to the Dorchester County Treasurer.

PERFORMANCE AND INDEMNITY BOND: For each project, contractor(s) shall provide a performance and indemnity bond in the amount totaling one hundred percent (100%) of the amount bid on the award date.

PAYMENT BOND: For each project, contractor(s) shall provide a payment bond equal to one hundred percent (100%) of the amount bid after contract is awarded.

COMPLETION TIME: Contractor shall state estimated completion times from contract award date. All work must be completed within ninety (90) days from execution of contract.

ITB Notice Number: 2018-3282-4520-19 Pump Station Rehab Projects

Each project will be awarded separately. Please place bid(s) in form below. If no bid is made for a project, write N/A.

Project	Bid Amount	Alternate Bid to Include Flow Meter & Associated Fittings in Above-Ground Piping
The Cedars/Windsor Hill/Pump Station #86		
White Church Pump Station #103		
Baker's Landing/Archdale Pump Station #107		
Tranquil Acres Pump Station #105		
Tyvola Drive Pump Station #6		
Archdale/Indigo Fields Pump Station #16		N/A

Authorized Signature _____ Title _____

Company Name _____

Address _____

City, State, Zip _____ Phone/Fax No. _____

License No. _____ E-mail Address _____

Section III: Specifications

PS #86 - The Cedars/Windsor Hill

- Pumps ,bases and Panel Provided By Owner (labor for install by contractor)
- New piping in wet well, new guiderails
- New 4" Piping and Check valves above ground (see detail)
- Move location of control panel
- New top slab and hatch
- Line wet well
- New cyclone fence (black coated with privacy slats)
- Demo and remove existing fence
- Remove all existing pipe, valves, check valves, and other appurtenances where possible or otherwise approved by DCWS. Any pipe left in place must be capped.
- Existing check valve vaults to be removed or filled with concrete
- Alternate bid item to include a flow meter & associated fittings in above ground piping. (See Detail)

PS #103 – White Church

- Pumps ,bases and Panel Provided By Owner(labor for install by contractor)
- New piping in wet well, new guiderails
- New 4" Piping and Check valves above ground (see detail)
- New top slab and hatch
- Line wet well
- Remove all existing pipe, valves, check valves, and other appurtenances where possible or otherwise approved by DCWS. Any pipe left in place must be capped.
- Existing check valve vaults to be removed or filled with concrete
- Demo and remove existing fence
- New cyclone fence (black coated with privacy slats)
- Raise finish grade of wet well by approximately 2 feet and regrade site away from wet well
- Pave entrance and pump station yard (8" ROC and 2" Asphalt)
- Alternate bid item to include a flow meter & associated fittings in above ground piping. (See Detail)

PS #107 – Bakers Landing/Archdale

- Pumps ,bases and Panel Provided By Owner(labor for install by contractor)
- New piping in wet well, new guiderails
- New valve pit with new 2" check valves w/bypass connection
- Remove all existing pipe, valves, check valves, and other appurtenances where possible or otherwise approved by DCWS. Any pipe left in place must be capped.
- Existing check valve vaults to be removed or filled with concrete
- New cyclone fence (green or black coated with privacy slats)
- Demo and remove shed over existing control panel
- Demo and remove existing fence
- Line wet well
- Alternate bid item to include a flow meter & associated fittings in above ground piping. (See Detail)

PS #105 – Tranquil Acres

- Pumps ,bases and Panel Provided By Owner (labor for install by contractor)
- Demo and remove existing building
- New piping in wet well, new guiderails
- New 4” Piping and Check valves above ground (see detail) to connect to existing 6” FM
- New top slab and hatch
- 2” Cementous build up on walls of well, build new invert in wet well, Line wet well
- Raise finish grade of wet well by approximately 2 feet and regrade site away from wet well
- Clean existing wet well of debris
- Remove all existing pipe, valves, check valves, and other appurtenances where possible or otherwise approved by DCWS. Any pipe left in place must be capped.
- Existing check valve vaults to be removed or filled with concrete
- Install (2) new receiving manholes
- Install Power Supply underground
- New cyclone fence (black coated with privacy slats)
- Alternate bid item to include a flow meter & associated fittings in above ground piping. (See Detail)

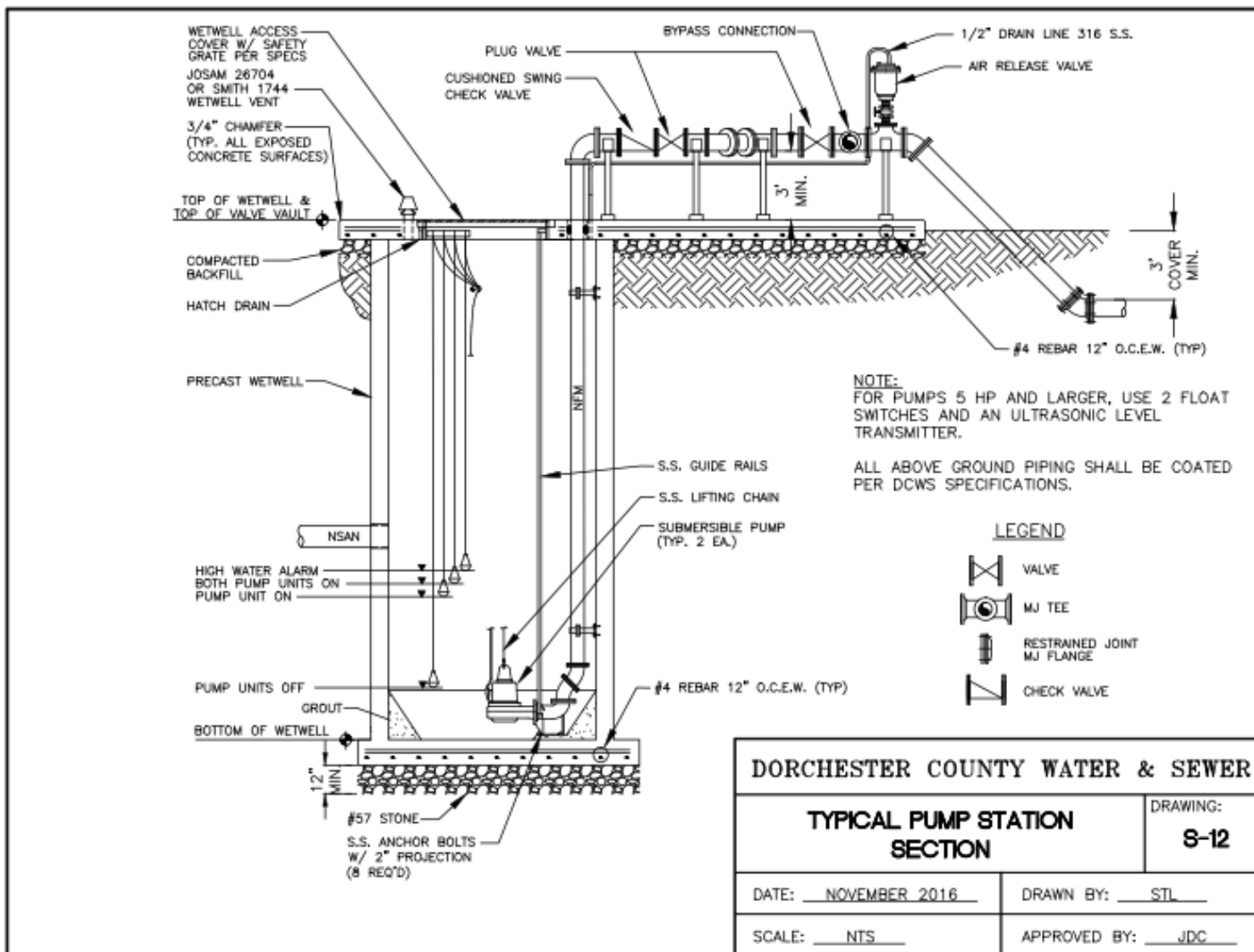
PS #6 – Tyvola Drive

- Pumps and bases Provided By Owner (labor for install by contractor)
- New piping in wet well, new guiderails
- New 6” Piping and Check valves above ground (see detail) to connect to existing 8” FM
- New top slab and hatch
- Remove all existing pipe, valves, check valves, and other appurtenances where possible or otherwise approved by DCWS. Any pipe left in place must be capped.
- Existing check valve vaults to be removed or filled with concrete
- New cyclone fence (black coated with privacy slats)
- Demo and remove existing fence
- Alternate bid item to include a flow meter & associated fittings in above ground piping. (See Detail)

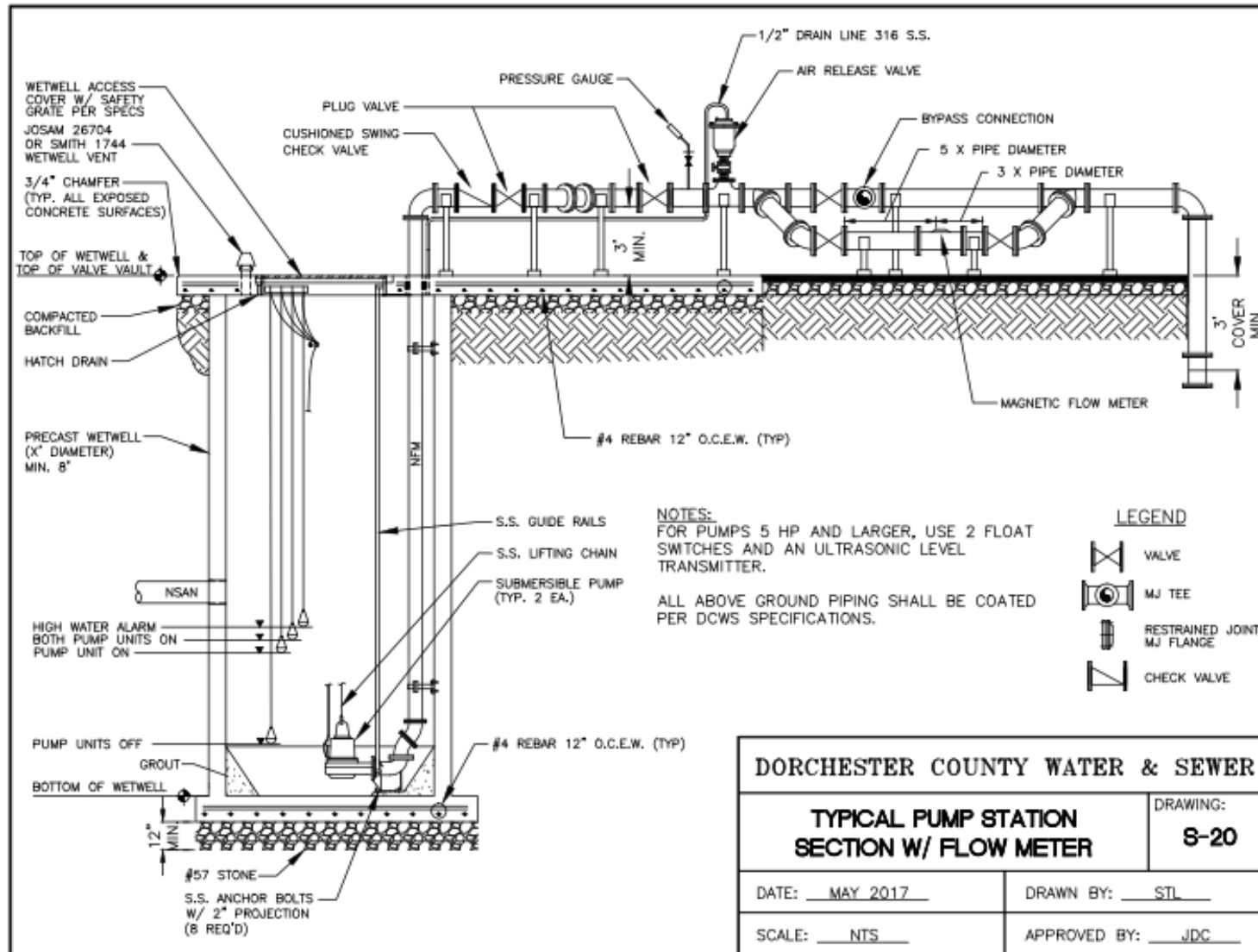
PS #16 – Archdale/Indigo Fields

- Bases and Panel Provided By Owner (labor for install by contractor)
- New piping in wet well, new guiderails
- New above ground 12” Piping, Check valves and flow meter (see detail)
- New top slab and hatch
- Remove all existing pipe, valves, check valves, and other appurtenances where possible or otherwise approved by DCWS. Any pipe left in place must be capped.
- Existing check valve vaults to be removed or filled with concrete
- Line wet well
- Line receiving manhole and install new ring and cover.
- Install Power Supply underground
- New cyclone fence (black coated with privacy slats)
- Demo and remove existing fence
- Install 150 KW Generator with automatic transfer switch

Pipe Detail for Pump Stations 86, 103, 107, 105 & 6



Pipe Detail for Pump Station #16



Notes:

- **All Pump Stations to be priced separately and awarded individually based on quote and bid specifications.**
- Once Notice to Proceed is signed project completion date is to be 90 days, per station.
- All bypass pumping and pump rental will be the responsibility of the contractor.
- All subcontractor coordination will be the responsibility of the contractor.
- Any changes to specifications and job detail are to be approved by Dorchester County Water and Sewer via a change order request before proceeding forward.
- There will be a **mandatory** site visit on **October 24, 2017** starting at 9:00a.m.; all sites will be visited this day, which should take approximately 3 to 4 hours. Starting point will be at PS #86 4067 Cedars Parkway North Charleston SC (see map of location below).
- **No bid will be accepted from a contractor that does not attend the mandatory site visits.**



SECTION IV: REFERENCES

DORCHESTER COUNTY

BID NO: 2018-3282-4520-19

BID TITLE: Pump Station Rehab Projects

LIST OF REFERENCES

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

Company Name

Representative

Address

City, State, Zip Code

Telephone # / Fax #

E-Mail Address

Company Name

Representative

Address

City, State, Zip Code

Telephone # / Fax #

E-Mail Address

Company Name

Representative

Address

City, State, Zip Code

Telephone # / Fax #

E-Mail Address

Company Name

Representative

Address

City, State, Zip Code

Telephone # / Fax #

E-Mail Address

SECTION V: BIDDER CHECKLIST

Bidder Checklist:

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

_____ Certificate of Familiarity
Initial

_____ Acknowledgement of Amendment Number
Initial

_____ Copy of Current License
Initial

COMPANY: _____

AUTHORIZED SIGNATURE: _____

The attached Certificate of Familiarity must be returned with bid.

SECTION VI: CERTIFICATE OF FAMILIARITY

BID NUMBER: 2018-3282-4520-19

DATE: November 09, 2017

The undersigned, being fully familiar 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

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

PAGES 1 THROUGH 13
TO BE RETURNED
IN YOUR SEALED
BID PACKAGE.
OTHER PAGES
SHALL REMAIN
PART OF
THE BID BY
REFERENCE,
AND IT
IS NOT NECESSARY
TO RETURN THESE.

DORCHESTER COUNTY STANDARD CONDITIONS/PROVISIONS

CORRECTION OF ERRORS ON THIS BID FORM

All prices and notations should 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 for opening.

AMENDMENTS.

All amendments to and interpretations of this solicitation shall be in writing. The County shall not be legally bound by an amendment or interpretation that is not in writing.

ADDITIONAL INFORMATION.

Bidders requiring additional information may submit their question(s) in writing to the Purchasing Department. Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Invitation for Bid.

DISCUSSIONS/NEGOTIATIONS.

By submission of a bid, vendor agrees that during the period following issuance of a bid and prior to final award of contract, vendor shall not discuss this procurement with any party, except members of the Purchasing Department or other parties designated in this solicitation. Vendor shall not attempt to discuss with or attempt to negotiate with the using Department any aspects of the procurement, without prior approval of the Buyer responsible for the procurement.

INSTRUCTIONS TO BIDDERS

1. One clearly marked original and one copy of each bid must be submitted on the forms furnished by the Purchasing Department.
2. Bids, amendments thereto, or withdrawal requests received after the time advertised for bid opening will be void, regardless of when they were mailed.
3. Quote prices on units specified, with packing included.
4. Attach complete specifications for any permitted substitutions offered.
5. If specifications or descriptive papers are submitted with bids, enter bidder's name thereon.
6. If the article bid upon has a trade name or brand, show same in the bid with model number.
7. Sample, when required, must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this bid notice.
8. Show delivery time required after order is received, in appropriate space provided on bid forms.
9. Bids must be submitted in a sealed envelope/container showing the bid number, opening date, title and appropriate license number(s) on the outside of the envelope/container. **DORCHESTER COUNTY ASSUMES NO RESPONSIBILITY FOR UNMARKED ENVELOPES BEING CONSIDERED FOR AWARD.**
10. The commodities and/or services must be furnished as described and specified, delivered F.O.B. destination freight prepaid. The term F.O.B. destination shall mean delivered, removed from crate, and placed inside of building, when applicable. County buildings do not have loading docks.
11. Bidders to visibly mark as "Confidential" each part of their bid that they consider to be proprietary information.
12. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may be determined invalid.

CONDITIONS

1. All bids must be submitted on the forms furnished. Number of Amendments received, if any, must be shown on page #1 of the Invitation for Bid. Altered or incomplete Bid Invitations or use of substitute forms may render the bid non-responsive.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Payment in connection with discount offered will be computed from the time of inspection/or acceptance.
4. In case of default by Contractor, the County reserves the right to purchase any or all items in default in open market, charging Contractor with any additional costs. **SHOULD EACH CHARGE BE ASSESSED, NO SUBSEQUENT BIDS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.**
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated and operate satisfactory on the County's existing equipment (as applicable). Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.
6. Tie bids will be resolved, as outlined in the County's Procurement Ordinance.
7. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
8. Unless otherwise indicated in the bid notice, prices must be firm.
9. The successful bidder shall indemnify and save harmless Dorchester County and all County Officers, agents, and employees from all suits or claims of any character brought by reason of infringing on any patent trademark or copyright.
10. Dorchester County, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the using agency.
11. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded.
12. Any contract(s) entered into by the County or its departments, institutions, agencies, political subdivisions, or other entities resulting from this bid notice shall be subject to cancellation without penalty, at the end of any fiscal or appropriated year, unless otherwise provided by law.
13. Request for quotes must be received by the Purchasing Department by the date and time designated, but will not be publicly opened. **Formal sealed bids shall be publicly opened.**
14. All taxes on any items that the County may be required to pay must be shown separately, not included in the bid price.

GENERAL PROVISIONS

1. **PROHIBITIONS OF GRATUITIES:** It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore.

- 1.1 **Kickbacks:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor under a contract to the prime contractor, or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor order.

2. **ORDER OF PRECEDENCE:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (A) The Bidding Schedule, (B) General Provisions, (C) Instructions to Bidders, and Conditions, (D) Other Provisions of the Contract, whether incorporated by reference or otherwise, and (E) The Specifications.

3. **COMPETITION:** There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government Contract price without any liability, because the County is exempt from the provisions of the Robinson-Patman Act and other related laws.

4. **TERMINATION:** Subject to the Provisions below, the contract may be terminated by the Purchasing Department.
 - 4.1 **Termination for Convenience:** The County may, without cause, terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure of Contractor to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any damages, delay damages, or indirect costs which may arise from County's election to terminate this contract in whole or in part for its convenience.

 - 4.2 **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 ten (10) days advance notice requirement is waived, and the default provision in this bid shall apply. (See Bid Condition 4.)

5. **EXCUSABLE DELAY:** The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight, embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and is such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

6. **BID SCHEDULE:** Enter the manufacturer, brand, and catalog number bid and prices quoted for each item in the spaces provided on the Bid Schedule sheet. Additional pages may be attached, when applicable, for quantity prices. Quote prices in units of standard pack, pricing each item separately, unless indicated otherwise in bid instructions.

7. **BIDDERS QUALIFICATION:** Bidders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Purchasing Department reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.

8. **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.

9. **AWARD CRITERIA**: Award will be made to the responsible and responsive bidder(s) whose bid is the most economical for the purpose intended, according to the criteria designated in the Invitation for Bid.

9.1 In addition to price, the Bid Evaluation will include the following factors (as they apply):

9.1.1 The quality of performance/workmanship of previous contracts, services, equipment or products; or references which attest to the specific experiences of others.

9.1.2 The timely completion of previous contracts or services or the timely delivery of past orders; or references that attest to the specific experiences of others.

9.1.3 The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.

9.1.4 The County reserves the right to conduct on-site inspections of any bidder's facilities prior to award. The results of said inspection will be considered by the County in determining bidder's capabilities of successfully administering to this contract.

9.1.5 The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.

9.1.6 The resale value, life cycle costing (which includes the cost of maintenance) and value analysis.

9.1.7 The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required.

9.1.8 Delivery of a product and timely completion of a project as stated by vendor in the bid.

9.1.9 Substantial compliance or noncompliance with specifications set forth in the bid as determined by the County.

9.1.10 Product or parts inventory capability as it relates to a particular bid.

9.1.11 Results of product/equipment testing.

9.1.12 Warranty - Terms and Conditions.

9.2 **Evaluation**: Bids may be made for one lot only, or for as many lots as the bidder can supply. Award will be made by complete lots and may be made to one or more bidders.

9.3 **Evaluation of Bids for Multiple Awards**: In addition to other factors, bids will be evaluated on the basis of advantages to the County that might result from making more than one award (multiple awards). For the purpose of making this evaluation, administrative costs to the County for issuing and administering each contract awarded under this invitation will be considered, and individual awards will be for the items and combinations of items which result in the lowest aggregate price to the County, including such administrative costs.

9.4 **Indefinite Delivery**: At the discretion of Dorchester County, the contract may be extended for a time period not to exceed 24 months.

10. **REJECTION**: This solicitation does not commit Dorchester County to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or services. The County reserves the right to waive minor informalities and irregularities, to accept or reject any or all bids received as a result of this request, or to cancel in part in or its entirety this bid, if it is in the best interest of the County to do so. In addition, the 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, if such action would be in the best interest of the County.

10.1 Rejection of Lowest Bid: Substantial negative findings from the Bid Evaluation as listed in paragraph 9, Award Criteria, and/or the factors as listed below, may result in the rejection of the lowest bid, if in the best interest of the County of Dorchester.

10.1.1 Additional purchase of repair/replacement parts for the low bid item, as opposed to an existing inventory of parts for a higher bid item.

10.1.2 Greater service costs for the low bid item.

10.1.3 Longer service time for the low bid item, which would cause longer down time of the item.

10.1.4 Proven reliability of the higher bid item.

10.1.5 Compatibility of the higher bid item with existing equipment.

11. ASSIGNMENT: The Contractor shall not sublet, assign, nor by means of a stock transfer or sale of its business, assign or transfer this contract without the written consent of the Purchasing Director.

12. CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to the Purchasing Department.

13. AFFIRMATIVE ACTION: Dorchester County Government commits to full compliance to all applicable portions of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1967, the Rehabilitation Act of 1973, the Uniform Guidelines on Employee Selection Procedures of 1978, and all applicable regulations of the primary funding source, and to monitor compliance with the same by all staff, contractors, and subcontractors. Failure of contractors and/or subcontractors to follow these practices of equal employment and procurement opportunities will be considered as grounds for refusal of continued or renewed funding. The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, age, national origin, or physical handicap.

14. WAIVER: The County reserves the right to reject any or all bids, to waive any General Provisions, Special Provisions, or minor specification deviation when considered to be in the best interest of this County.

15. RESTRICTIONS/LIMITATIONS: No purchases are to be made from this Contract of any item that is not listed, nor of any item that is currently authorized under any contract awarded prior to this Contract.

16. PURCHASES FROM OTHER SOURCES: The Purchasing Department reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.

17. QUALITY OF PRODUCT: Unless otherwise indicated in this bid, it is understood and agreed that any item offered or shipped on this bid shall be new, the latest model, and in first class condition, and when applicable all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

Any deviations from the Specifications/Conditions listed herein must be clearly identified and explained with each bid.

18. ISSUANCE OF PURCHASE ORDERS: Dorchester County shall not be responsible for invoices that do not have a purchase order covering them.

19. ITEM SUBSTITUTIONS: No substitutes will be allowed on purchase orders received from agencies, without permission from the Purchasing Department.

20. DISCREPANCIES: A bidder who discovers a discrepancy or omission in the specification, or is in doubt of the interpretation of any part of the Invitation for Bid or considers that the Specification or Invitation for Bid is restrictive or discriminatory shall notify the Purchasing Director, in writing not later than ten (10) days prior to the scheduled bid opening, or at a pre-bid conference should one be scheduled. Exceptions taken do not obligate Dorchester County to change or alter specifications. Nothing will change the Invitation for Bid, unless written amendment is provided by the Purchasing Director at least three (3) working days before the Bid Opening.

21. BRAND NAMES: The name of any manufacturer, trade name, or manufacturer's or vendor's catalog or model number set forth in the specification is for the purpose of describing the minimum standard of quality, type, or performance. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality or performance specified.