

STATE OF SOUTH CAROLINA)	BEFORE THE PURCHASING OFFICER
COUNTY OF GEORGETOWN)	
)	
In the Matter of Protest of:)	DECISION
)	
Carolina Industrial Equipment, Incorporated)	CASE NO. 2016-03
)	
County Purchasing Office)	POSTING DATE:
RFP No. 16-003)	
Grapple Boom Loader Truck for Solid Waste)	Tuesday, October 25, 2016
)	

This matter is before the GEORGETOWN COUNTY, SC PURCHASING OFFICER (GCPO) pursuant to a protest filed by Carolina Industrial Equipment, Incorporated (CIE) of Charlotte, NC. With this Request for Proposals (RFP), the GCPO attempts to procure a provider for a single Grapple Boom Loader Truck for Solid Waste Collections. CIE’s protest follows the receipt of the mailed *Notice of Intent to Award*, which was based on the award by County Council to Triple T Freightliner (Triple-T) of Florence, SC following the recommendation by staff. This decision is prepared without the benefit of a hearing.

FINDINGS OF FACT

1. On Friday, August 12, 2016 the GCPO having sought and received approval, issued a Request for Proposals (RFP) for Grapple Boom Loader Truck for Solid Waste Collections under County Ordinance 2008-09 and Ordinance 2010-45. The published RFP set forth the requirements and specifications which the County oversight staff deemed would be in the best interest of the County to meet the guidelines deemed necessary to describe the type and quality of equipment the County seeks to procure at a cost that could be off-set by the budget available. Each offeror was required to return the mandatory bid response forms provided which would document costs, technical specifications by checklist and the ability to provide parts and service in a timely manner.

2. There was no Mandatory Pre-Bid Site Conference or Site Inspection. Each offeror was granted a period to address questions and seek clarification, which ended at 3PM on Wednesday, August 17, 2016.

3. In Addendum #1, issued on Friday, August 19, 2016, the GCPO published responses to all inquiries received. This information was e-mailed to all registered providers and also up-loaded to the County website for availability to all. There were no additional questions, and only the single Addendum 1 was issued.
4. On Wednesday, August 31, 2016 at 2:00PM, the GCPO closed the project to any further bid submittals and proceeded with the Public Bid Opening Tabulation per Ordinance 2008-09, §2-48, ¶7.
 7. Bid Opening. The Purchasing Officer or a designee shall decide when the time set for bid opening has arrived, and shall so declare to those present. The Purchasing Officer shall then personally and publicly open all bids received prior to that time and when practicable, read them aloud to those persons present and have the bids recorded. The following information is read aloud: bidders name, unit price or lot price as may be applicable, discount terms offered if discount terms are to be considered in making the award, and brand name and model number, if requested by the bid attendees. Questions on contents of other bidder's bids shall not be answered until after evaluation is complete and award has been made. The tabulation shall be open to public inspection.
5. Responses were publicly opened and read aloud. There was a single attendee present: Ms. Melanie Brown of Worldwide Equipment. Kyle Prufer, Purchasing Officer opened and read the responses, and Ann Puckett, Purchasing Assistant recorded and witnessed the offers. The Public Bid Opening Tabulation as recorded and subsequently published on-line is attached hereto for reference. Later in the day, a Bid Tabulation Worksheet with additional bid response information was posted on-line and provided to the department, a copy of which is also attached.
6. On Monday, September 12th 2016, the GCPO received a recommendation from the department which reviewed the responses for conformity to requirements and contract cost. This recommendation concluded that based upon their analysis, the award for the Grapple Boom Loader Truck for Solid Waste Collections should be made to Triple T Freightliner of Florence, SC was concluded to be in the best operating interest of the County.
7. In the regular session of Georgetown County Council on Tuesday, September 27, 2016, council members accepted the recommendation of staff and subsequently endorsed an award to TRIPLE-T for an agreement to provide a Grapple Boom Loader Truck for Solid Waste Collections, based upon the costs and specifications as submitted and reviewed.
8. NOTICE OF INTENT TO AWARD letters were mailed to all offerors on Wednesday, September 28, 2016 as mandated by Ordinance 2008-09, the "Purchasing Ordinance".

9. The GCPO received notice by electronic email on Monday, October 3, 2016, that CIE was filing a formal protest of the award to TRIPLE-T. This protest notification was properly received within the seven (7) day response time specified within Ordinance No. 2008-09, §2-67, ¶1 and a stay of procurement was imposed.

NATURE OF PROTEST

The e-mailed letter of protest is attached and incorporated herein by reference.

CAROLINA INDUSTRIAL EQUIPMENT, INCORPORATED'S ARGUMENT

CIE opined, in response to the items referenced by the Public Services Department:

1. Thicker Frame: The frame we offered is 11-7/8" x 1/2" x 3.64" with a full 1/4" liner. It is the largest frame available from Freightliner.
2. Self-Sealing Tires: We offered Goodyear Dura-Seal self-sealing tires.
3. Steerable Drop Axle: Your specification did not ask for a steerable drop axle. If it had, we would have provided it at no additional cost.
4. More Robust Protection of the PDF. The PDF [diesel particulate filter] protection that we offered is the most robust available from Freightliner. If additional protection was desired, it was not requested in the bid specification.
5. The offer from CIE was \$11,977.00 lower than that from TRIPLE-T.

COUNTY'S ARGUMENT

The Georgetown County Procurement Code (2008-09) and the subsequent revision contained within Ordinance 2010-45 which redefines "Local Preference", are both enacted for the purpose of obtaining for

citizens and taxpayers “The highest quality supplies, equipment, and/or services for the least possible cost” and “to encourage competition and endeavor to obtain full and open competition on all purchases”.

The original Recommendation from Public Services, read in part:

“Although Triple T Truck Centers did not submit the lowest bid, their bid most closely suits our needs. Their truck has a thicker frame, the requested tires (self-sealing for up to ¼” penetration), a steerable drop axle and the DPF is better protected.

The implication of the recommendation could be interpreted to mean that other trucks lacked these features and requirements, which were only found on that from TRIPLE-T. The recommendation’s intention was to point out that these requirements were met by TRIPLE-T, and not that other offers did not do so. In point of fact, a clarification request to First Vehicle Services (FVS) the County’s fleet maintenance and service provider, disclosed that all of the cab/chassis solutions from each of the five (5) vendors would meet the County’s requirements as stated.

FVS findings identified deficiencies in the specifications of the Ramer 3500 Body as provided:

1. Boom rotation is not on a gearbox, but on a slewing ring bearing. The County’s experience with other equipment using this method reveals that the bearing wears out quickly and then does damage to the main boom;
2. The outrigger controls are electric over hydraulic, compared to the bid request of air over hydraulic. Based upon the County’s experience with other equipment using this method history has revealed that the electric lines are more easily damaged whereas the hydraulic lines are more robust;
3. The hydraulic relief valve setting of 2150 psi VS the requested specification of 1800 psi greatly increases the chance of employee injury if a hydraulic failure were to occur;
4. The operator controls offered were two (2) four-way joysticks with button controls, VS the requested specification of six-way joysticks. Based upon the County’s experience with other

equipment using the button controls, the method history has revealed that the buttons have not lasted long when used in the field;

5. In the picture provided (there was no brochure) the grapple bucket is shown with two cylinders which operate the bucket closer. Based upon the County's experience with other equipment using dual cylinders, the method history has revealed that with age the two halves will close at different speeds causing problems picking up materials;
6. When researching the parts availability for the Ramer 3500, the fleet service provider (FVS) found that Ramer has very little "on-shelf" parts availability. The majority of parts must be fabricated before being shipped.

FINDINGS OF LAW

The Georgetown County Procurement Ordinance, as amended, forms the basis for the standards and requirements of purchasing and is codified under County Ordinance 2008-09 (11/09/2010) and County Ordinance 2014-02 (02/25/2014) as permitted under South Carolina Code Ann. § 11-35-50.

CONCLUSIONS

The County's evaluation revealed that while the 2017 International Workstar 7600 SBA 6x4 cab and chassis was responsive and responsible, the Ramer 3500 Body was not. While the letter of recommendation could have been more specific, the objective was meant to avoid demeaning a specific product. The research conducted by FVS with the concurrence of the Public Services Department was well documented, if not well communicated, and does represent the County's best interest in choosing a product that while not the cheapest, is the best long term solution for a reliable and cost effective unit.

The Georgetown County Purchasing Officer concludes that the original award to Triple T Freightliner of Florence, SC remains in the best operating interest of the County at an awarded cost of \$203,804.00 (tax inclusive).

DETERMINATION

For all the reasons stated above the Georgetown County Purchasing Officer affirms the original award to Triple T Freightliner of Florence, SC as remaining in the best operating interest of the County at an awarded cost of \$203,804.00 (tax inclusive). It is the intent of the County to finalize the award as originally recommended if there is no further protest filed.

It is so ordered.



Kyle P. Prufer
Purchasing Officer,
Georgetown County, SC

Date: October 25, 2016

Attachments:

1. Statement of Right to Appeal
2. Public Bid Opening Tabulation
3. Protest E-Mail Letter



STATEMENT OF THE RIGHT TO APPEAL

Ordinance 2008-09, Summary of ADMINISTRATIVE RESOLUTION OF CONTROVERSIES

Sec. 2-67. Administrative Resolution of Controversies

1. **Right to Protest; Exclusive Remedy.** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Purchasing Officer within seven days of the date of issuance of the Invitation for Bids or Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the appropriate Purchasing Officer within seven days of the date notification of award is posted in accordance with this code.

The rights and remedies granted in this article to a disappointed bidder, offeror, contractor, or subcontractor is to the exclusion of all other rights and remedies of such disappointed bidder, offeror, contractor, or subcontractor against the County of Georgetown at common law or otherwise for the loss or potential loss of an award of a contract under the Georgetown County Procurement Policy.

2. **Protest Procedure.** A protest shall be in writing, submitted to the Purchasing Officer and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided with the approval of the County Administrator.
3. **Duty and Authority to Attempt to Settle Protests.** Prior to commencement of an administrative review the Purchasing Officer, or designees thereof shall attempt to settle by mutual agreement a protest of an aggrieved bidder, offeror, contractor, or subcontractor, actual or prospective, concerning the solicitation or award of the contract. The Purchasing Officer or designees thereof shall have the authority to approve any settlement reached by mutual agreement with approval of the County Administrator.
4. **Administrative Review and Decision.** If in the opinion of the Purchasing Officer, after reasonable attempt, a protest cannot be settled by mutual agreement, the Purchasing Officer shall promptly conduct an administrative review and shall issue a decision in writing within ten (10) days of completion of the review. The decision shall state the reason for the action taken.
5. **Notice of Decision.** A copy of the decision along with a statement of appeal rights under shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. The Purchasing Officer shall also post a copy of the decision at a date and place communicated to all parties participating in the administrative review, and such posted decision shall indicate the date of posting and shall be accompanied by a statement of the right to appeal.
6. **Finality of Decision.** A decision shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a further administrative review by the Procurement Review Panel within ten (10) days of posting of the decision. The request for review shall be directed to the County Administrator, who shall forward the request to the Procurement Review Panel and shall be in writing, setting forth the reasons why the person disagrees with the decision of the Procurement Officer. The person may also request a hearing before the Procurement Review Panel that shall be established at the time of request by the County Administrator.
7. **Stay of Procurement During Protests.** In the event of a timely protest under paragraph 1 above, the County

shall not proceed further with the solicitation or award of the contract until a decision is rendered by the Procurement Officer or, in the event of a timely appeal to the Procurement Review Panel, until a decision is rendered by the panel; provided, however, that solicitation or award of a protested contract will not be stayed if the Procurement Officer, after consultation with the head of the using department, makes a written determination that the solicitation or award of the contract without delay is necessary to protect the best interest of the County.

REMEDIES

Sec. 2-70. Remedies Prior to an Award.

1. If prior to award of a contract, it is determined that the solicitation or award is in violation of law, then the solicitation or proposed award may be:
 - (a) canceled;
 - (b) revised to comply with the law and rebid; or
 - (c) award in a manner that complies with the provisions of this code.

Sec. 2-71. Remedies After an Award.

1. If after an award it is determined that a solicitation or award of a contract is in violation of law, then:
 - (a) If the person awarded the contract has not acted fraudulently or in bad faith:
 - (1) The contract may be ratified and affirmed, provided it is determined that by doing so is in the best interest of Georgetown County.
 - (2) The contract may be terminated and the person awarded the contract may be compensated for actual expenses reasonably incurred under the contract prior to termination.
2. If the person awarded the contract has acted fraudulently or in bad faith:
 - (a) The contract may be declared null and void.
3. The contract may be ratified; if such action is in the best interest of Georgetown County without prejudice to the County's right to such damages as may be appropriate.

Sec. 2-72. Frivolous Protests.

1. Signature on Protest Constitutes Certificate. The signature of an attorney or party on a request for review, protest, motion, or other document constitutes a certificate by the signer that the signer has read such document, that to the best of the signer's knowledge, information, and belief formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension modification, or reversal of existing by law, and that it is not interposed for any proper purpose, such as to harass, limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement of the litigation.
2. Sanctions for Violations. If a request for review, protest, pleading, motion, or other document is signed in violation of this subsection on or after appeal to the Procurement Review Panel, the Procurement Review Panel, upon motion or upon its own initiative, may impose upon the

person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the protest, pleading, motion, or other paper, including a reasonable attorney's fee.

REVIEW PANEL

Sec. 2-73. Appeal to the Procurement Review Panel – Jurisdiction.

The Review Panel shall elect a chairperson from the members at large and shall meet as often as necessary to afford a swift resolution of the controversies submitted to it.

Request for review of other written determinations, decisions, policies, and procedures as arise from or concern the procurement of supplies services or construction procured in accordance with the provisions of this policy and the ensuing regulations; provided that any matter which could have been brought before the Procurement Officer in a timely and appropriate manner, but was not shall not be the subject of review. Request for review under this paragraph shall be submitted to the County Administrator in writing, setting forth the grounds, within ten (10) days of the date of such written determinations, decisions, policies, and procedures.

Unless an action has been initiated in the courts for essentially the same cause of action, the Procurement Review Panel shall have authority to review and determine:

1. Any protest of a solicitation or award of a contract addressed to the County Administrator by an actual or prospective bidder or offeror or a contractor.
2. Any appeal by an aggrieved party from a determination by the Purchasing Officer authorized in Section 2-67.
3. Direct appeal of any award made under Section 2-47

Sec. 2-74. Rules of Procedure.

1. Time Limit for Filing an Appeal. For an appeal under Section 2-67 the aggrieved person shall file an appeal with the Purchasing Officer within seven (7) days of receipt of a decision. For an appeal under Section 2-68 the aggrieved person shall file an appeal with County Administrator within fourteen (14) days of the receipt of decision.
2. Decision. Upon receipt of an appeal from an aggrieved party, the Procurement Review Panel shall conduct an administrative review of the appeal and within twenty (20) days shall affirm, alter or deny the decision rendered by the Purchasing Officer.
3. Appeal of Procurement Review Panel's Decision. Any person receiving an adverse decision may appeal to County Council.

[END]



Public Bid Opening & Tabulation Sign-Up
RFP #16-003, IT Managed Support & Engineering Services Provider
Wednesday, August 24, 2016 at 3:00 PM Eastern NIST

<u>OFFEROR</u>	<u>Rec'd [✓]</u>	<u>Comments</u>
Integral Solutions Group	✓	
Prionpoint	✓	
VC3, Inc	✓	
InterDev, LLC	✓	
EDTS, LLC	✓	
Management Applications, Inc.	✓	
Wynn Dalco Enterprises	✓	
	✓	

OPENED BY: *[Signature]*

WITNESS: *[Signature]*

Firm:	Intergral Solutions Group	Priorpoint LLC	VC3 Inc	InterDev LLC	EDTS LLC	Management Applications	Wynndalco Enterprises
RFP Contact:	Mike Brewerton	Tony Paquette	Dustin Tucker	Gary Nichols	Scott Shearouse	Jay A. Bushman	Xavier A Montemayo
HQ Location:	Spartanburg, SC	Murrells Inlet, SC†	Columbia, SC	Atlanta (Alpharetta), GA	Augusta, GA	Dulles, VA	Chicago, IL
Branch Location:	Charleston, SC	(same)	(same)	Chicago, IL	Columbia, SC	Conway, SC	Greenville, SC
References:	Spartanburg County Parks	City of Georgetown, SC	City of Florence, SC*	City of Sandy Springs, GA*	Aiken SC Housing Authority	Virginia Community College	City of Rockford, IL
	City of Anderson IT*	WRCOG*	City of Sumter, SC	City of Dunwoody, GA*	Aiken County, SC*	City of Brookhaven, GA	Dallas County, TX MIS
	City of Clemson IT	Ernst Publishing*	City of Decatur, GA*	State of GA-Insurance	Edgefield County, SC*	Wyoming Education Network	Puerto Rico Dept of Ed
		NY State Nurses Assoc		Village of Glenview, IL*	Greenville SC Housing Auth	Texas Public Safety Support	
Availability: Business Hours	M-F 8AM-6PM	M-F 8AM-5PM	M-F 7AM-6PM	M-F 7:30AM-6PM	6AM - 11PM	M-F 9AM-5PM	County's Business Hours
Availability: 24/7/365	Network Ops Center	Main Support Desk	VC3 Helpdesk	Helpdesk/Remote Toolset	(6) On-Call Engineers	HelpDesk Platform/Telephone	Wynndalco Help Desk
VCIO Availability:	Mutually 2 Agreed Days	Mutually 2 Agreed Days	Mutually 2 Agreed Days	Full Time Position	2-Days/Week if Requested	Mutually 2-3 Agreed Days	Mutually 2 Agreed Days
Project Fees:	Negotiated	NIC	Time & Material	NIC	NIC	Time & Material	NIC
Standard Labor Rate:	\$125/Hour	NIC	Varies - See Bid Pg 13	Varies - See Bid Pg 36	NIC	\$85.00/Hour	NIC
Project Management/VCIO:	\$155/Hour	NIC	Varies - See Bid Pg 13	Varies - See Bid Pg 36	NIC	\$85.00/Hour	\$145.00/Hour (4HR/Min)
Monitoring Tool(s):	LabTech	LabTech	LabTech/PRGT	ConnectWise/LabTech	ITIL v3	LabTech/MARS/SolarWinds	BMC Remedy
Program Initial Set-Up Fee:	\$17,100.00	\$50,000.00	\$1,500.00	\$0	\$12,000.00	\$0	\$10,000.00 - \$20,000.00
Program Monthly Fees:	\$19,380.00/ELITE	\$16,000.00 + Expenses	\$18,900.00	\$15,833.00	\$20,000.00	\$15,500.00	\$14,980.50†
Year 1:	\$ 249,660.00	\$ 242,000.00	\$ 228,300.00	\$ 190,596.00	\$ 252,000.00	\$ 186,000.00	\$ 179,766.00
Years 2+:	\$ 232,560.00	\$ 192,000.00	\$ 226,800.00	\$ 190,596.00	\$ 240,000.00	\$ 186,000.00	\$ 179,766.00
Attendance at Pre-Bid	√	√	√	√	√	√	√
Non-Collusion Oath	√	√	√	√	√	√	√
Substitute for Form W-9	√	√	√	√	√	√	√
Bid Submittal Form	√	√	√	√	√	√	√
Resident Certification Form	√	√	√	√	√	√	√
Addendums Acknowledged:	1, 2	1, 2	1, 2	1, 2	1, 2	1, 2	1, 2
Exceptions Page	√	√	√	√	√	√	√
Exceptions Listed:	None	Not Currently CJIS/NCIC	None	None	See Response Submittal	None	None
Comment(s):	*Response Attached	Parent: eVault	*Response Attached	Addenda Acknowledged	Addenda Acknowledged		†\$2,675.50/Mo Monitoring
		2 of 4 Refs Undeliverable		*Response Attached	*Response Attached		†\$2,300.00/Mo Help Desk
		*Response Attached					†\$10,005.00/Mo VCIO
		†Non-Resident Vendor					

October 3, 2016

Kyle Prufer
Georgetown County
Purchasing Department
PO drawer 421270
Georgetown, SC 29442

Via email: kprufer@qtcounty.org

Dear Mr. Prufer,

I received your Notice of Intent to Award regarding procurement number 16-081, Grapple Boom Loader Truck for Solid Waste Collection.

I would like to comment on the beliefs that guided the department's recommendation as expressed in the letter of intent:

1. **Thicker frame.** The frame that we offered is 11-7/8" x 1/2" x 3.64" with a full 1/4" liner. It is the largest frame available from Freightliner.
2. **Self-sealing tires.** We offered Goodyear Dura-Seal self-sealing tires.
3. **Steerable drop axle.** Your specification did not ask for a steerable drop axle. If it had, we would have provided it at no additional cost.
4. **More robust protection of the PDF.** The PDF protection that we offered is the most robust available from Freightliner. If additional protection was desired, it was not requested in the bid specification.

Because our offering was \$11,977.00 lower than the Triple T offering, and because the reasons given for favoring the Triple T offering appear to overlook the specification of our truck chassis, I respectfully request that the award be directed to Carolina Industrial Equipment, Inc. for the Freightliner 114SD and Ramer 3500 grapple boom loader.

Thank you, and I look forward to your reply.

Sincerely,

Mark Ahlstrom
President