



# County of Georgetown, South Carolina

129 Screven Street, Suite 239 · Georgetown, SC 29440-3641  
Post Office Box 421270, Georgetown, SC 29442-4200  
(843)545-3083 · Fax (843)545-3500 · [purch@gtcounty.org](mailto:purch@gtcounty.org)

## REQUEST FOR PROPOSALS

BID NUMBER: 17-081 (REBID)                      ISSUE DATE: Friday, January 05, 2018

**OPENING DATE: Wednesday, Jan. 24, 2018    OPENING TIME: 3:00 PM (Eastern NIST)**  
Bid Opening Location: Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

Pre-Bid Conference/Site Inspection: [none]

**PROCUREMENT FOR: 4x2 F-550 (or Equal) Fuel/Lube/Service Truck**  
Commodity Code(s): 07053

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at the location and time stated herein and will be publicly opened and read.

**MAILING ADDRESS:**

County of Georgetown  
Post Office Drawer 421270  
Georgetown SC 29442-4200  
Attn: Purchasing

**STREET ADDRESS:**

Georgetown County Courthouse  
129 Screven Street, Suite 239  
Georgetown SC 29440-3641  
Attn: Purchasing

**IMPORTANT OFFEROR NOTES:**

- 1) Bid Number & Title must be shown on the **OUTSIDE** of the delivery package.
- 2) Federal Express does **not** guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on **Primary Overnight** Service.
- 3) **United Parcel Service (UPS)** **does** guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day “Early AM” Service.
- 4) You must register a contact name, company name, fax and/or e-mail with the Purchasing Office as below to ensure your name will be added to the contact list for future amendments and addenda.

**Purchasing Contacts:**

**Ann Puckett**  
Phone (843)545-3083  
Fax: (843)545-3500  
E-mail: [apuckett@gtcounty.org](mailto:apuckett@gtcounty.org)

**Kyle Prufer**  
(843)545-3082  
(843)545-3500  
[kprufer@gtcounty.org](mailto:kprufer@gtcounty.org)

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.



# Intent to Respond

REF: **Bid No. 17-081 (REBID), 4x2 F-550 (or Equal) Fuel/Lube/Service Truck**

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at [www.gtcounty.org](http://www.gtcounty.org) select "purchasing" and "current bids".

Our firm **does** intend on responding to this solicitation.

Our firm **does not** intend on responding to this solicitation.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Please return this completed form to Kyle Prufer, Purchasing Officer**

- by e-mail to [purch@gtcounty.org](mailto:purch@gtcounty.org)
- or by FAX to (843)545-3500.

[End of Intent to Respond]

**Time Line: Request for Proposal #17-081**

<b>Item</b>	<b>Date</b>	<b>Time</b>	<b>Location*</b>
<b>Advertised Date of Issue:</b>	Friday, January 05, 2018	n/a	n/a
<b>Pre-Bid Conference/Site Inspection:</b>	(none)	n/a	n/a
<b>Deadline for Questions:</b>	Wed., January 17, 2018	3:00PM ET	Suite 239
<b>Bids Must be Received on/or Before:</b>	Wed., January 24, 2018	3:00PM ET	Suite 239
<b>Public Bid Opening &amp; Tabulation:</b>	Wed., January 24, 2018	3:00PM ET	Suite 239

\*All locations in the Old County Courthouse, 129 Screven Street, Georgetown, SC unless otherwise stated.

**RFP #17-081**  
**4x2 F-550 (or Equal) Fuel/Lube/Service Truck**

It is the intent of the following specifications to describe the type of body desired, as well as the equipment options required. Body accessories shall be built in accordance with the specifications and the attached descriptions and shall conform to the best standard of practices in the industry, at time of construction. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for immediate use, shall also be included. Exceptions to these specifications shall be in writing, and failure on the part of the bidder to comply with the requirements and conditions of these specifications may subject his bid for rejection. The burden of proof of compliance with these specifications will be the responsibility of the bidder. Current literature on the body bid shall be furnished with bid. All workmanship (i.e.: welding and construction) to be in the best manner of the trade. Subject to inspection and approval by the County of Georgetown.

Delivery, inspection and acceptance of all Vehicles shall be completed by either the Commercial Account Manager or an appropriate Dealer Representative who is authorized and able to complete a thorough inspection of the specified vehicle and who is authorized to sign off on any necessary paperwork to complete the transfer of title for the vehicle. If a proper Dealer Representative is not offered when inspection is to be handled, the County has the right to reject delivery and reschedule inspection and acceptance of said vehicle.

The following items will be prepared and delivered to the County of Georgetown at time of delivery:

- > SC Title, OR Certificate of Origin in lieu of Title on equipment not normally titled;
- > Warranty documentation made out to the County of Georgetown;
- > All appropriate equipment service instructions and warranty instructions;
- > One (1) complete set of manuals is required. Manual set shall include the following:
  - o Shop manual with electrical schematics
  - o Parts manual
  - o Service manual
  - o Operator's manual
  - o Owner's manual
- > Keys – four (4) for each lock on vehicle

Delivery of vehicle is by prior appointment only, to:

First Vehicle Services  
Georgetown County Fleet Maintenance  
2210 Browns Ferry Road (a/k/a SC-51)  
Georgetown, SC 29440  
Office: (843)546-4355

**BRAND NAME OR EQUAL:**

The use of a “**brand name or equal**“ specification is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. An item shall be considered to be substantially equivalent, or “equal” to the specified brand in the opinion of the Chief Procurement Officer, the County can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified brand.

**PURPOSE:**

The purpose of the vehicle to be acquired is for fleet maintenance and repair for the County Fleet operated by Georgetown County, South Carolina. Specifications and requirements are detailed within the Technical Specifications Checklist beginning on page 17.

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**Instructions for Providers**  
**Bid No. 17-081 (REBID)**  
**4x2 F-550 (or Equal) Fuel/Lube/Service Truck**

**These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.**

**1. Submission of Questions**

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline on page three (3) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. **SEND QUESTIONS TO:**

Kyle Prufer, Purchasing Officer  
Post Office Box 421270, Georgetown, SC 29442-4200  
Fax: (843) 545-3500  
Email: [kprufer@gtcounty.org](mailto:kprufer@gtcounty.org)

2. Written sealed public bids to provide **4x2 F-550 (or Equal) Fuel/Lube/Service Truck** shall be received in the Purchasing Office, Second Floor, Suite 239, 129 Screven Street, Georgetown, SC until the cut-off time shown in the bid timeline on page three (3) of this document. Bids will then be publicly and promptly opened at the designated time by the Purchasing Officer. Bids that are not in the Purchasing Officer’s possession prior to the stated opening date and time will be considered **NON RESPONSIVE** and returned unopened. An official authorized to bind the offer must sign all proposals submitted.

**3. IMPORTANT OFFEROR NOTES:**

- a) **Bid Number & Title must be shown on the OUTSIDE of the delivery package.**
- b) **Federal Express does NOT guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.**
- c) **UPS WILL guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day “Early AM” Service.**

**4. Inclement Weather/Closure of County Courthouse**

If the County Courthouse is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

5. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

6. **NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

7. One (1) unbound, reproducible ORIGINAL of your proposal must be submitted in a sealed envelope and clearly marked on the outermost container as follows:

**OFFEROR'S NAME**

**BID ITEM NAME**

**BID NUMBER**

8. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.

9. Definitions:

a) The terms "Proposer", "Offeror", "Vendor" or "Bidder" refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term "Contractor" refers to the successful Bidder.

b) The term "**4x2 F-550 (or Equal) Fuel/Lube/Service Truck**" or "Truck" or "Vehicle" refers to the **complete set of services** as specified in this document, in every aspect.

c) The terms "Owner" and "County" refer to the County of Georgetown, South Carolina.

d) Where the words "shall" or "must" are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.

e) Where the words "should", "may", or "is desirable" are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

10. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror's mistake is clearly an error that will cause him substantial loss.

a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.

- b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County's requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either reawarded or a new solicitation issued.
11. Faxed or E-mailed bids will not be accepted by Georgetown County.
  12. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.
  13. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcountry.org/about/faqs.html>.
  14. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
  15. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
  16. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
  17. Publicity releases: contractor agrees not to refer to award of any resulting 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.

18. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
19. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.
20. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
21. Affirmative Action: The contractor 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 age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
22. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
23. 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 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. 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.
24. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:  
The contractor certifies that the vendor(s) will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.
25. Certification of Non-Segregated Facilities  
The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated

facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

26. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

27. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at [www.gtcounty.org](http://www.gtcounty.org), select "Purchasing" and "Current Bids". It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

28. The right is reserved to extend the use of this contract to any County Department.

29. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

30. Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit

\$50,000 Fire Damage Limit  
\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit  
\$1,000,000 Each Occurrence Limit  
\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

[Not Included]

e. Professional Liability (a/k/a Errors and Omissions)

[Not Included]

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

31. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at: <http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#empl>

32. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

33. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

34. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

35. Invoicing and Payment

The firm shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Georgetown  
Accounts Payable  
P.O. Box 421270  
Georgetown, SC 29442-4200

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

36. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases. Effective May 01, 2015, the sales tax rate increased from 6% to 7% which includes a VAT for Georgetown County.

37. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

38. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required sixty (60) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

c. Non-Appropriation:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

39. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law

40. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

41. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

42. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

43. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

44. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

45. Notice of Award

A *Notice of Intent to Award* will be mailed to all respondents.

46. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

47. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

48. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

49. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

50. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

51. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

52. Delivery After Receipt of Order (ARO)

Bid must show the number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval has been obtained from the County.

53. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building and Planning web page at the link below:

<http://www.gtcounty.org/building/default.html>

54. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

55. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.gtcounty.org>. Select "Bid Opportunities" from the Quick Links box, then "Bids Under Review" and double click the link under the individual bid listing.

56. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

57. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

58. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

59. Response Clarification

Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

60. Georgetown County, SC has a Local Vendor Preference Option by ordinance:

**Sec 2-50. Local Preference Option**

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.

2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
6. Local preference shall not apply to the following categories of contracts: (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract; (b) Contracts for professional services except as provided for in section five (§5) above; (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference; (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.

#### 61. Vendor Checklist

The items indicated below must be returned as a part of the Bid Submission package:

- Technical Specification Checklist
- Mandatory Bid Submittal Form
- Substitute for Form W-9
- Resident Certification for Local Preference
- Mandatory Exceptions Page

**The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured. This must be on file prior to any final award.**

**Technical Specification Checklist**  
**MANDATORY BID SUBMITTAL FORM**

It is the intent of the following specification to describe the type of body desired, as well as the equipment options required. Body accessories shall be built in accordance with the specifications and the attached descriptions and shall conform to the best standard of practices in the industry, at time of construction. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for immediate use, shall also be included. Exceptions to these specifications shall be in writing, and failure on the part of the bidder to comply with the requirements and conditions of these specifications may subject his bid for rejection. The burden of proof of compliance with these specifications will be the responsibility of the bidder. Current literature on the body bid shall be furnished with bid. All workmanship i.e.: welding and construction, to be in the best manner of the trade. Subject to inspection and approval by the County of Georgetown

	YES [√]	NO [√]	EXCEPTION (Specify)
<b><u>Fuel - Lube Truck 4x2</u></b>			
Ford F550 XL, 2 dr "Brand Name or Equal"			
Conventional Cab, Steel Construction			
Exterior: White			
One (1) complete set of manuals is required. Manual set shall include the following: <ul style="list-style-type: none"> <li>o Shop manual with electrical schematics</li> <li>o Parts manual</li> <li>o Service manual</li> <li>o Operators manual</li> <li>o Owners' manual</li> </ul> To be furnished on date of delivery (CD/DVD Acceptable)			
Training: Factory authorized training for two persons on all systems and components, to include all manuals and training supplies at vendor's expense			
<b><u>Engine:</u></b>			
Engine: Gasoline Fueled			
Horsepower: 265 or similar			
50 state compatible			
Air Cleaner: Heavy Duty			
Auxiliary High Idle Option: setup to come on with truck in park and parking brake set			
Radiator: Heaviest Design made by OEM			
Emission Controls: Best Available Control Technology			
<b><u>Transmission:</u></b>			
Trans: Automatic 6 speed or equivalent			
Oil Cooler: extra heavy duty trailer tow			
<b><u>Suspension/Axles:</u></b>			
GVWR: 19,500, Minimum Capacity			
Front Axle: 6,500 LB Minimum Capacity with Shock Absorbers			
Rear Axle: HD Single Reduction 14,700 LB Minimum Capacity with Shock Absorbers			
Suspension: Spring			
Gear Ratio: 4.10:1 or similar			
Sway Bars front & rear, steering damper			

	YES [√]	NO [√]	EXCEPTION (Specify)
<u>Frame:</u>			
Frame rails will be high strength, low alloy steel (50,000 psi yield).			
Steel front bumper: full width, aerodynamic (0.142) material thickness			
Class IV trailer hitch - factory			
Tow Hooks front and rear			
Rear bumper shall have nine inch (9") heavy channel iron flanges mounted to rear of body with tail			
License Plate shall be mounted in rear bumper with bolt hold for plate			
Bumpers shall meet all applicable Federal Standards			
<u>Chassis Specs:</u>			
Chassis Color: Black			
Fuel Tank: Steel construction, mounted under bed			
Trailer Tow Package with electronic trailer brake module			
Wheel Base & Spacing: 165" Wheelbase, 84" cab to rear axle			
<u>Paint, Steel and Underseal Steel Preparation:</u>			
All steel shall be descaled and stress relieved			
All steel shall be sandblasted for complete removal of welding flux, rust, dirt and grease			
Body and all body installed pertinence, such as air compressor and base, fuel tank, water tank, waste oil tank, tool/filter boxes, if applicable, and all brackets shall be finish painted before final body installation and assembly of all parts and assemblies			
All un-welded seams shall be sealed flush with automotive body caulking compound			
All parts of body and pertinence shall be washed with a metal preparation to provide a good etched surface for paint adherence			
At least two (2) coats of primer shall be applied throughout, spot puttied where necessary and sanded to a smooth surface			
Two (2) coats of finish coat shall be applied with sufficient drying time between coats to produce a finish as good as the chassis/cab			
Finish shall be free of runs			
All paint shall be sprayed in accordance with the paint manufacturer's recommendation			
Complete underside of body and sub-frame shall be painted			
The undercoating shall be applied after finish painting double coated with heavy 3M coating or equal			
The undercoating shall be applied after finish painting			
Body shall not be mounted on the chassis when coating is applied			
<u>Brakes:</u>			
Brakes: ABS			
Brakes: 4 wheel anti-lock with hydro-boost			
<u>Wheels &amp; Tires</u>			
Configuration: Front Axle w/ Single Wheels - Rear Axle w/ Dual Wheels			
Wheel Design: 19.5" Steel Disc, Seven (7) including Spare			
Tires: 225/70r19.5 Hankook DH07 <i>or equal</i> including Spare for rear (5)			
Tires: 225/70r19.5 Hankook AH11 <i>or equal</i> on the front			

	YES [√]	NO [√]	EXCEPTION (Specify)
<b>Electrical System:</b>			
Design: 12 Volt System, Standard Equipment			
Circuit Breakers: Auto-reset (main panel) SAE Type II replaces all fuses except instrument cluster feed			
Alternator: 12 Volt, 100 AMP Capacity			
Batteries: Maintenance Free, 12 Volt 850 CCA			
Back-Up Alarm: 87 DBA, Switch automatically actuated by Reverse Linkage, installed			
Electronic brake control on Trailer Tow Package			
All new wiring and wiring that is exposed shall be installed in flexible non-metallic loom with crimped connectors, all properly insulated			
All wiring shall be of adequate size to carry designed electrical load without excessive voltage drop			
All wiring passing through partitions or bulkheads shall have a rubber grommet for chafe protection			
All wiring shall be routed and secured to prevent damage from abrasion and heat			
All wiring shall be color or number coded			
Color or number coding shall be continuous throughout circuit from beginning to end			
All electrical circuits shall have circuit breaker protection devices			
All wiring from body to chassis shall be connected with proper terminal block			
<b>Service Body:</b>			
Manufacturer: Knapheide, Model: PVMX5-93C or Equal			
Body builder shall present drawing showing layout of equipment, body and tanks for approval by the County			
Length: 9'3"			
Width: 96"			
A uni-body lube containment body with specified pertinence installed shall be mounted directly behind the tool box.			
The lube containment body sub-frame shall be at least 10 x 20 lb. per foot channel iron.			
The body shall be 4" x 5.4 lb. per foot channel iron cross members, spaced appropriately so no deck failure or sag will occur with all specified pertinence installed.			
Deck shall be 10 gauge A-36 steel formed to make deck rigid and good cosmetically.			
Ample space shall be allowed on deck to install and service air compressor, 2 5 gallon safety fuel cans, oil drain pan Roughneck Low-Profile 15 gallon or similar sized and access space.			
Headboard Height: 31"			
Red and amber reflectors shall be installed on the body in accordance with FMVSS 108, as last revised			
6-inch vise on rear of body: Wilton model 746 or equal			

	YES [√]	NO [√]	EXCEPTION (Specify)
<b>Service Body Continued:</b>			
Body shall be secured further to chassis by two (2) Springs, one (1) front and one (1) rear			
The rear overhang shall be kept to a minimum			
The rear clearance shall be kept to a maximum while providing maximum compartmentation for equipment specified			
Springs shall be of elliptical design approximately 33" long x 3" wide, 3 leaf installed transversely with trunnion mount center of body and pre-loaded in such a manner as to minimize body to chassis bumping and eliminating longitudinal body twist			
Insulators – Body To Chassis: Three inch (3") wide x one inch (1") thick 80 durometer neoprene heat vulcanized to 1/8" steel shall be attached to body sub-frame by skip welding full length of body			
Contractor shall provide, install and test all piping, hoses, valves, regulators, controls and related service equipment			
Equals will be accepted providing the proposed equipment meets the minimum performance criteria			
<b>Service Body Ladders:</b>			
Two (2) ladders shall be bolted to body deck with stainless steel hinged pin			
Each rung shall have grip strip applied			
Bottom rung shall be no higher than 18 inches from the ground			
Ladders shall have an "Up" position latch installed on body			
Install a handgrip for operator safety			
<b>Lube Package Specs: (3) Oil Product Tanks</b>			
(2) 56-Gallon [hydraulic and 5w20] and (1) 112-Gallon [5w40] Oil Product Tanks shall be located at the rear of truck			
Product Pumps (3) shall be air operated Balcrank Panther HP3:1, or equal			
All tanks shall be of uni-body construction, constructed of a minimum of 3/16 inch A36 stress relieved and descaled steel			
All compartments will have a 1 1/2" clean-out plug			
Each compartment shall have a reinforced pump mounting plate on top to flange mount product pump securely to tank			
Tanks shall be attached to rear body sub-frame with a 14" x 1/4" doubler plates between 10"x 20 lb. per foot channel iron sub-frame			
Each oil product tank (3) shall have a vented KNAPPCO EQUIPMENT #7516 three inch (3") fill dome or equal with safety chain attached			
Product tanks (3) shall have one (1) oil level sight glass approximately 12" above bottom of tank			
(3) Fresh Oil 50-ft reels with mechanical dial style lube dispenser			
(3) Balcrank Panther (or Equal) HP3:1 fresh oil pumps			
<b>Lube Package Specs: Waste Oil Tank</b>			
1) 112 Gallon Oil Waste Tank: Waste oil tank capacity shall be 112 gallon capacity with proper hose and plumbing to waste oil pump			
Tank shall be of uni-body construction, constructed of a minimum of 3/16 inch A36 stress relieved and descaled steel			
Waste Tank shall be properly vented and shall have a 2" clean-out plug			

	YES [√]	NO [√]	EXCEPTION (Specify)
<b>Lube Package Specs: Waste Oil Tank Continued</b>			
Waste Tank shall have one (1) oil level sight glass approximately 12" above bottom of tank			
(1) 50-ft used oil suction reel			
(1) suction pump for waste oil, air operated Roughneck (or equal) ½-inch, 12 GPM			
<b>Product Hose Reels and Hose:</b>			
Unit shall have six (5) identical hose reels, three (3) for oil products and two (2) for air – one (1) ½" and one (1)			
The reels shall have hermetically sealed spring rewind motor			
The base plate and reel support shall be no less than 1/4" steel			
The spring and bushing shall be permanently lubricated with graphite			
The inlet swivels shall be external for simple replacement of "O" ring seals and made from brass material			
All reels shall have fifty (50') of industrial standard hose with machine crimped steel ends			
All reel hose ends shall have standard applicable dispensing nozzles, with anti-drip nozzle ends on oil dispensers Balcrank #3330-187 or equal and hose ball stops			
All Hose Reels, Product & Air, shall be mounted in rear upper reel and appurtenance compartment for maximum protection from UV rays and rain			
Waste Oil Tank shall have one (1) waste oil reel of the same make and construction as diesel reel. Ratchet may be ferrous.			
Waste Oil Tank reel shall have fifty feet (50') feet of waste oil evacuation hose with ball stop and a 1" ball valve.			
<b>Tool/Filter Box:</b>			
Shall have a tool box that crosses the frame with slide out trays for tools/filters, mounted in front of the headache rack			
Front Tool Box Deck: L: 32, W:96, H: 54			
All body and tool boxes lockable with single key and shall come with four (4) sets of keys			
Doors shall be a standard in-stock type			
Lock housings shall be polished stainless steel			
Compartments shall have LED light strips, controlled from the cab			
<b>Gas Powered Air Compressor Specs</b>			
Manufacturer: Ingersoll Rand, Model: 2475F13GH "Brand Name or Equal"			
CFM/PSI: 25CFM			
Engine: Honda "Brand Name or Equal"			
(1) Air hose reel 50-ft 1½-inch			
(1) Air hose reel 50-ft 1¾-inch			
Compressor shall have an adequate moisture trap, line lubricator, pressure relief valves and adequate size reservoir to perform all the functions of this specific unit			
Pump shall have an on/off valve located near the hose reels			
Pump shall have a "1" 'Y' strainer installed before the pump			
Pump shall be valved so that the pump will pump in and out through the same line			

	YES [√]	NO [√]	EXCEPTION (Specify)
<u>Cab &amp; Interior</u>			
Clock			
Power Steering			
Airbags: Driver & Passenger			
Intermittent Windshield Wipers			
AM/FM Radio			
Cruise Control			
Tinted Glass: All Windows			
Dash mounted Electric Cigar Lighter & Lighted Ash Tray			
Air Conditioning			
Fresh Air Heater and Defroster			
Full width, Adjustable, Bench Seat with Seat Belts - vinyl			
Seat Color: Gray Vinyl interior			
Floor covering to be rubber			
Directional Signals w/ Column Mounted Self-Canceling Switch			
Mirrors two (2) trailer tow style			
English gauge / meter cluster to include: Fuel Level; Water Temperature; Oil Pressure; Electronic M.P.H. Speedometer; and Tachometer.			
Dash mounted Warning Lights and Buzzers for both Low Engine Oil Pressure and High Water Temperature			
Steering column to be tilt			
Lightbar, cabinet and three (3) work light switches, one (1) for each side and one (1) for the rear, shall be located in the cab convenient to the operator			
<u>Labels:</u>			
Unless otherwise specified herein, all controls, levers, switches, pedals and push buttons shall be clearly labeled as to the function and direction of operation			
All labeling shall be permanent placard type nameplates			
Nameplates shall be engraved metal or engraved laminated plastic and shall not utilize glued or press-on attachments			
<u>Lighting:</u>			
All lighting and reflectors shall comply with the mounting and orientation instructions per FMVSS 108, as last revised			
LED amber warning light bar on top of cab SpeedTech K-Force Micro 60" TIR LED light bar "or equal"			
LED 4 corner strobe amber: SpeedTech Z-4 LED surface mount or equal			
<u>Lighting Continued:</u>			
LED scene lighting: white both driver and passenger side – LED Scene lighting Cree 33600LM 24" on both driver and passenger sides and one (1) on headache rack facing deck of body – total of three (3)			
LED strip lighting for all body compartments: white in color, switches in cab, illuminated and labeled for each exterior lighting system			
Tail/stop, turn signals, back-up lights and back-up alarm shall be recessed into the rear channel iron bumper			
Lights shall be PETERSON P/N M826R-7 Tail/Stop/Turn; Back #1217C or equal			

	YES [√]	NO [√]	EXCEPTION (Specify)
License Plates shall be mounted in rear bumper with bolt hold for license plate and PETERSON 153C LED white light or equal			
Clearance lights shall be PETERSON P/N 178XA-MV amber, 178XR-MV red with chrome armor guard or equal			
<b>Warranty:</b>			
The manufacturer's new warranty shall apply to the new unit (4 x 2 truck with medium fuel/lube body) procured against this Request for Bid. Provider must state manufacturer's warranty and extended warranty options in response to bid.			

1. Company Name: \_\_\_\_\_
2. Printed Name of person binding bid \_\_\_\_\_
3. Signature (X) \_\_\_\_\_
4. Date \_\_\_\_\_

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**RESIDENCE CERTIFICATION  
FOR LOCAL PREFERENCE  
MANDATORY VENDOR SUBMITTAL FORM**

WHEREAS, Georgetown County Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the County through its established procurement procedures.

THEREFOR pursuant to Georgetown County, SC Ordinance #2014-02 as adopted, §2-50 Local Preference Option, the Georgetown County Purchasing Officer requests each offeror provide Residence Certification. The Local Preference Option provides some restrictions on the awarding of governmental contracts; provisions of which are stated below:

**Sec 2-50. Local Preference Option**

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts:

- (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract;
- (b) Contracts for professional services except as provided for in section five (§5) above;
- (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
- (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
- (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

I certify that [Company Name] \_\_\_\_\_ is a **Resident Bidder** of Georgetown County as defined in Ordinance #2014-02, (see §1. above) and our local place of business within Georgetown County is: \_\_\_\_\_

I certify that [Company Name] \_\_\_\_\_ is a **Non-Resident Bidder** of Georgetown County as defined in Ordinance #2014-02, and our principal place of business is \_\_\_\_\_ [City and State].

(X) \_\_\_\_\_  
**Signature of Company Officer**

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**SUBSTITUTE FOR FORM W-9  
MANDATORY BID SUBMISSION FORM**

Pursuant to Internal Revenue Service Regulations, you must furnish your Taxpayer Identification Number (TIN) to Georgetown County. If this number is not provided, you may be subject to a 28% withholding on each payment.

**INDIVIDUAL OR OWNER'S NAME** \_\_\_\_\_

(Sole Proprietor Must Provide Individual Name along with Business Name)

**LEGAL BUSINESS NAME (d/b/a):** \_\_\_\_\_

**ADDRESS:**

( \_\_\_\_\_  
( \_\_\_\_\_  
( \_\_\_\_\_

**9 DIGIT TAXPAYER IDENTIFICATION NUMBER (TIN)**

(Individual Must Provide SS#; Sole Proprietorship may provide SS# or EIN#)

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Employer Identification Number \_\_\_\_\_ - \_\_\_\_\_

**BUSINESS DESIGNATION**

- Individual, Sole Proprietor, or Single-Member LLC
  - S-Corporation
  - Trust/Estate
  - Non-Profit Organization/501(a)
  - Limited Liability Company: C = Corporation    S = S Corporation    P = Partnership
  - C-Corporation
  - Partnership
  - Governmental Entity
  - Other: \_\_\_\_\_
- (Must Circle the appropriate Tax Classification)

**Exempt Payee Code (if any):** \_\_\_\_\_

(Exemption codes apply only to certain entities, not individuals; IRS W-9 instructions, page 3):

**PRINCIPAL BUSINESS ACTIVITY (List Type of Service or Product Provided):**

- MEDICAL SERVICES PROVIDER
- ATTORNEY/LEGAL SERVICES PROVIDER

**CERTIFICATION** Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person; and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. *The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.*

Signature: \_\_\_\_\_

Date \_\_\_\_\_



**MANDATORY BID SUBMITTAL FORM**  
**Bid No. 17-081 (REBID)**  
**4x2 F-550 (or Equal) Fuel/Lube/Service Truck**

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered; (4) they have read the complete Request for Bid and understand and accept all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

1. Name of Company submitting bid \_\_\_\_\_
2. Lump Sum Cost of Vehicle as Specified: \$ \_\_\_\_\_
3. Shipping/Freight (if not included): \$ \_\_\_\_\_
4. **Total Bid Cost** (Lines 2+3+4): \$ \_\_\_\_\_
5. Vehicle acquisition taxes will be the responsibility of the County for direct payment to the state.
6. Cab & Chassis, Year/Make/Model: \_\_\_\_\_
7. Service Body, Make/Model: \_\_\_\_\_
8. Warranty Information Attached?  
 **Yes**       **No**
9. Manufacturer's Sales Literature Attached?  
 **Yes**       **No**
10. Bid cost must remain valid ninety (90) days from bid opening date.
11. Delivery Date, or number of days for delivery after receipt of order: \_\_\_\_\_
12. Contact Address: \_\_\_\_\_  
\_\_\_\_\_
13. Contact Person \_\_\_\_\_
14. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
15. E-Mail address \_\_\_\_\_

16. Remittance Address: \_\_\_\_\_

\_\_\_\_\_

17. Accounting Contact \_\_\_\_\_

18. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

19. E-Mail address \_\_\_\_\_

20. FEIN or Social Security Number: \_\_\_\_\_

21. Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

22. If the bid is accepted, the required Contract must be executed within fifteen (15) days after receipt of written notice of formal award of Contract.

23. Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

Yes       No

24. Acceptance of Invitation for Bid Content: The contents of the successful IFB/RPS are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

25. RENEWAL OF CONTRACT

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Georgetown County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

26. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

Yes       No

27. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.
28. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 17-081 (REBID) were received.
29. **ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

30. **INFORMATION ONLY:**

Our company accepts VISA government procurement cards.  
If yes, list any upcharge for P-Card Payment? \_\_\_\_\_

Our company does not accept VISA government procurement cards.

31. Printed Name of person binding bid \_\_\_\_\_

32. Signature (X) \_\_\_\_\_

33. Date \_\_\_\_\_

**NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Please be sure to provide the requested number of copies of all offeror provided attachments. Thank you.**

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# EXCEPTIONS PAGE

## MANDATORY BID SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".