



Georgetown County, South Carolina
129 Screven Street, Room 202
Post Office Drawer 421270
Georgetown, SC 29442-1270
(843) 545-3083 • Fax (843) 545-3500
E-Mail • purch@georgetowncountysc.org
Website • <http://www.georgetowncountysc.org>

Request for Proposal (RFP)

BID NUMBER: 09-001

ISSUE DATE: Friday, April 17, 2009

OPENING DATE: Wednesday, May 06, 2009 **OPENING TIME: 3:00 PM (Eastern Time)**

Bid Opening Location: Georgetown County Courthouse, Room #201 (Small Conference Room)

Pre-Bid Conference: (none)

PROCUREMENT FOR: **Municipal Lease Purchase Financing For Vehicles & Heavy Equipment**

Commodity Code(s): 94654

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 29442-1270
Attn: Purchasing

STREET ADDRESS:

Georgetown County Courthouse
129 Screven Street, Room 202
Georgetown SC 29440-3631
Attn: Purchasing

OFFEROR NOTES:

- ▶ **Bid Number & Title must be shown on the OUTSIDE of the package.**
- ▶ **DHL, UPS and Federal Express do NOT guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.**
- ▶ **If this bid was downloaded from the internet, you must notify the Purchasing Office as shown below to ensure your name will be added to the mailing list for future amendments and addenda.**

Purchasing Contacts:

Ann Puckett	Kyle Prufer
Phone (843)545-3083	(843)545-3082
Fax: (843)545-3500	(843)545-3500
E-mail: apuckett@georgetowncountysc.org	kprufer@georgetowncountysc.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.

Time Line: Invitation for Bid #09-001

Item	Date	Time	Location
Date of Issue:	Friday, April 17, 2009	n/a	n/a
Pre-Bid Conference:	[none]	n/a	n/a
Inquiry Cut-Off Time:	Wednesday, April 29, 2009	3:00PM ET	Rooms 202/4
Bid Delivery Cut-Off Time:	Wednesday, May 06, 2009	3:00PM ET	Rooms 202/4
Bid Opening:	Wednesday, May 06, 2009	3:00PM ET	Room 201
Recommendation to Council:	Tuesday, May 26, 2009	5:30PM ET	Room 217
Notice of Intent to Award:	Wednesday, May 27, 2009	n/a	n/a
Lease/Purchase Closing:	Week of June 29, 2009	tbd	tbd

**BID #09-001, REQUEST FOR PROPOSAL
MUNICIPAL LEASE/PURCHASE FINANCING
FOR VEHICLES AND HEAVY EQUIPMENT**

Introduction:

The Georgetown County, South Carolina Finance Department is seeking proposals for Municipal Lease Purchase financing for replacement vehicles and heavy equipment for various county departments. A summary of the equipment to be purchased and financed is outlined herein. The County's current bond ratings are Moody's: A1 and S&P: AA-.

General Requirements:

1. Georgetown County is requesting a municipal lease purchase agreement of varying terms as identified by item in the equipment schedule list below. **Payments are to be made annually, in arrears, as noted in the schedule of vehicles in the Bid Submittal Pages.**

2. The County's intent is to close on entire financing package no later than the week of June 29, 2009 (see the Bid Timeline on page 2 of 18) and that funds would either:
 - a) reimburse the County for purchases that have already occurred, (NOTE: Some of the equipment to be financed has been paid for more than sixty (60) days prior to this RFP. Georgetown County will provide a Resolution of Official Intent to Reimburse pursuant to the requirements of the United States Treasury Regulations, Section 1.150-2.), or
 - b) would be deposited into an escrow account for subsequent drawdown as equipment is purchased. We want an amortization schedule based on the date of closing, not a series of schedules that correspond to equipment delivery dates.

3. All equipment will be titled in the County's name and the County will provide adequate repair and replacement insurance on all items. The insurance requirements listed on pages 7 and 8 are requirements of insurance coverage for CONTRACTORS who provide the County with goods and/or services.

4. Georgetown County anticipates that it could issue approximately \$30 million (±) in tax-exempt obligations during calendar year 2009. As a result this lease/purchase may either be designated as "bank qualified" or "non-bank qualified" for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended, depending on the final amount of obligations issued. The County is requiring that all proposers provide both a qualified and a non-qualified offer for consideration.

5. Georgetown County believes strongly in the bond of customer service formed between lessor and lessee and does not wish to have the lease/purchase agreement transferred or sold after an agreement has been reached.
6. Each offeror must disclose, in this submittal, any and all fees to be levied upon Georgetown County in the establishment of an escrow account, and similarly any and all earnings available to Georgetown County in the establishment of an escrow account, to be used in the handling of this municipal lease purchase agreement.
7. There must be included an ownership clause in favor of Georgetown County at the conclusion of the Municipal Lease contract period.
8. Proposals must be valid for a minimum of thirty (30) days from the opening bid date.
9. All applicable taxes, permits, costs of lawyers for the County and any other costs shall be the County's responsibility and separately payable by the County.
10. Any penalty charges that would apply for early buyout of the lease, other than accrued interest, must be identified and a method of calculation disclosed.
11. There must be no significant residual or balloon payment at the end of the contract term.
12. Each offeror must provide a list of all documents required to be executed at the inception of each lease, define their purpose, and attach a sample of each to your proposal.
13. The County desires the most thoroughly acceptable service available. The specifications below outline the minimum requirements of the proposed service. They are provided to assist bidders in understanding the objectives of the County and submitting a thorough response. Quotations received must reflect in detail their inclusion and the degree provided. Vendors may propose methodologies which meet the "spirit" of the listed requirements, but should note that the proposed service which meets all, or most closely meets, the specifications will be recommended for award within the listed selection criteria. The successful bidder:
 - a) Recognizes and understands that the County desires a lease/purchase for the principal amount of its contracts with its vendors. In the event that this amount must be changed prior to the execution of the financing agreement, the County reserves the right to use the responses to this Request for Proposal for selecting the financing firm and to subsequently negotiate adjustments as necessary to accommodate any changes occurring in the financing amount.
 - b) Ensures the County shall have the option to prepay in part or in full without any prepayment penalty, unless specifically indicated in the proposal.
 - c) Includes a schedule of payments which reflects the payment dates, payment amount, principal portion, interest portion, and concluding payment (balance).
 - d) Indicates the annual percentage rate(s) the County will be required to pay for the financing of this project.
 - e) Individually identifies all costs, such as legal fees, printing, or other costs, if any.

- f) Indicates who will serve as trustee if needed.
- g) Ensures that they will not transfer or sell the lease to any other financial institution or entity whose intent is to provide financial services.

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Vehicle and Equipment Summary:

Department	Authorized Vehicle	Term (Yrs)	FY09 Budget Amount	Actual Payment Amount	Amount to be Financed	PO Number	Check #	VIN	Fund 499	Fund 502
Lease 024										
Sheriff	Dodge Charger	4	27,353	22,966	22,966	09-0000085	182497	2B3KA43H38H314409	22,966	
Sheriff	Dodge Charger	4	27,353	32,070	32,070	09-0000843			32,070	
Sheriff	Dodge Charger	4	27,353	32,070	32,070	09-0000843			32,070	
Sheriff	Dodge Charger	4	27,353	32,070	32,070	09-0000843			32,070	
Sheriff	Dodge Charger	4	27,353	32,070	32,070	09-0000843			32,070	
Sheriff	Dodge Charger	4	27,353	32,070	32,070	09-0000843			32,070	
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Sheriff	Dodge Charger	4	27,353	32,070	32,070	09-0000843			32,070	
Sheriff	Dodge Charger	4	27,353	32,070	32,070	09-0000843			32,070	
Sheriff	Dodge Charger	4	27,353	32,070	32,070	09-0000843			32,070	
Sheriff	Dodge Charger	4	27,353	32,070	32,070	09-0000843			32,070	
Sheriff	Dodge Charger	4	27,353	32,070	32,070	09-0000843			32,070	
Sheriff	Dodge Charger	4	27,353	32,070	32,070	09-0000843			32,070	
Sheriff	Dodge Charger	4	27,353	32,070	32,070	09-0000843			32,070	
Sheriff	Dodge Charger	4	27,353	32,070	32,070	09-0000843			32,070	
Sheriff	Chev Impala	4	27,353	21,615	21,615	09-0000845	189195	2G1WS57M291274823	21,615	
Sheriff	Chev Impala	4	27,353	21,615	21,615	09-0000845	189195	2G1WS57M291274515	21,615	
Sheriff	Crown Vic	4	27,353	24,458	24,458	09-0000850	187555	2FAHP71V99X114813	24,458	
Sheriff	Crown Vic	4	27,353	24,458	24,458	09-0000850	187555	2FAHP71V99X114809	24,458	
17	Total		\$ 465,001	\$ 499,952	499,952.00				499,952.00	

Department	Authorized Vehicle	Term (Yrs)	FY09 Budget Amount	Actual Payment Amount	Amount to be Financed	PO Number	Check #	VIN	Fund 499	Fund 502
Lease 025										
Animal Control	Ford F150	6	26,000.00	30,005.00	30,005.00	09-0000846	188680	1FTPX14VX9FA49013	30,005.00	
BOAS	Dodge Avenger	6	21,000.00	16,298.00	16,298.00	09-0000853	188685	1B3LC46D19N557751	16,298.00	
Sheriff	Dodge Durango	6	27,353.00	27,313.00	27,313.00	09-0000847	187435	1D4HB48T69F714196	27,313.00	
EMS	Ambulance	6	112,000.00	112,000.00	112,000.00				112,000.00	
Midway EMS	Ambulance	6	140,000.00	140,000.00	140,000.00				140,000.00	
	Total		\$326,353	\$ 325,616	325,616.00				325,616.00	-
Lease 026										
Public Works	Loader	8	170,000.00	160,647.24	160,648.00	09-0000280	185967	DW624KH622897	160,647.24	
Landfill	Bull Dozer	8	309,000.00	329,660.00	329,660.00	09-0000703	186654	T0850JX172954		329,660.00
Landfill	Compactor	8	600,000.00	708,740.38	708,741.00	09-0000801	186757	RG6135L005135		708,740.38
Landfill	Rotary Cutter	8	15,000.00	42,113.80	42,114.00	09-0000758	188451	479-IQFD		42,113.80
Compost	Front End Loader	8	144,000.00	162,657.00	162,657.00	09-0000396	185967	DW624KH623371		162,657.00
Collections	Roll Off Truck	8	123,000.00	129,428.40	129,429.00	09-0000501				129,428.40
Recycle	Compactor	8	14,000.00	13,721.70	13,722.00	09-0000430				13,721.70
Recycle	Compactor	8	14,000.00	13,721.70	13,722.00	09-0000430				13,721.70
MURF	Conveyor System	8	200,000.00	98,827.97	98,828.00	09-0000657				98,827.97
	Total		\$1,589,000	\$1,659,518	\$ 1,659,521				160,647.24	1,498,870.95
			\$ 2,380,354	\$2,485,086	2,485,089.00				986,215.24	1,498,870.95



Instructions for Bidders

Municipal Lease Purchase Financing For Vehicles & Heavy Equipment Bid #09-001

1. Written sealed public bids for a Term Contract to provide **Municipal Lease Purchase Financing For Vehicles & Heavy Equipment** shall be received in the Purchasing Office, Second Floor, Rooms 202/204, 129 Screven Street, Georgetown, SC until the cut-off time shown in the bid timeline on page two (2) 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.
2. Three (3) copies (One Original and Two Photocopies) of bids must be submitted in a sealed envelope and clearly marked as follows:

OFFEROR'S NAME
BID ITEM NAME
BID NUMBER

3. No Bidder may submit more than one bid.
4. Definitions:
 - a) The terms "Proposer", "Offeror", or "Bidder" refer to those parties who are submitting sealed bids for the work set forth in this document. The term "Contractor" refers to the successful Bidder.
 - b) The term "Municipal Lease Purchase Financing" or "Service" 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.
5. 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.

6. Faxed or E-mailed bids will not be accepted by Georgetown County.
7. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office soon as possible.
8. 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.
9. 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.
10. The County reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in part such bid or bids as may be deemed in the best interest of the County. Georgetown County reserves the right to reject any bid submitted, at sole option that the vendor may not be able to meet the service requirements of the bid.
11. 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.
12. 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.
13. 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.
14. Georgetown County has a 2% local vendor preference by ordinance. See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.
15. 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.

16. 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.

17. 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.

18. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda shall disqualify the bidder.** All addenda are posted by the County at the website located at www.georgetowncountysc.org, select “Purchasing” and “Current Bids”.

19. Bid must be completed on the attached Vendor Bid Submittal form to be considered.

20. This Invitation for Bid covers the estimated requirements to provide **Municipal Lease Purchase Financing For Vehicles & Heavy Equipment** for the Georgetown County Finance Department. The purpose is to establish a Term Contract with firm pricing and delivery under which the department may place orders as needed. The right is reserved to extend the use of this contract to any County Department.

21. TERMS OF AGREEMENT

The initial term of this contract shall be for a period of one (1) calendar year, effective from date of contract award. The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year. The County reserves the right, at its sole option, to renew the contract for four (4) additional consecutive terms, contingent upon satisfactory performance in the prior period, not to exceed a maximum term of five (5) years total.

22. TERMS OF RENEWAL

Rates are to remain firm for the first contract period. In subsequent terms, the County may elect to utilize an additional occurrence under the proposal award terms if a review by the County’s Finance Department determines this to be in the County’s best interest, and the reoccurrence is approved by County Council.

23. Deadline For Questions

It shall be the vendor's responsibility to contact the Purchasing Department with questions regarding this solicitation, **in writing**, no later than the date indicated in the Bid Timeline on page two (2) of this document. Inquiries received after this date and time will not be considered. Verbal questions are not permitted. Written questions may be faxed or e-mailed to:

Kyle Prufer, Purchasing Officer

Fax: (843) 545-3500, or by e-mail: kprufer@georgetowncountysc.org

24. 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 applicable)

e. Professional Liability

(Not applicable)

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.

25. 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.

26. 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.

27. Method of Payment

Upon delivery and acceptance of the equipment the contractor shall submit an invoice, detailing the appropriate charges.

Upon receipt of invoice and upon final inspection and acceptance of the equipment, the County will render payment within thirty (30) days. Invoices shall be submitted to:

County of Georgetown
Accounts Payable
P.O. Box 421270
Georgetown, SC 29442-1270

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

28. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.

29. Assignment of Contract

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

30. Termination

Subject to the provisions below, the contract may be terminated by the County upon thirty (30) 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 thirty (30) 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 thirty (30) 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.

31. 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.

32. 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.

33. Applicable Laws

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

34. 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.

35. 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.

36. Basis for Award

Award may be made to the responsible offeror whose proposal will be the most advantageous to the procuring party, price and other factors will be considered.

37. 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.

38. Notice of Award

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

39. 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.

40. Debarment

By submitting a bid, the bidder is certifying that he is not currently debarred by the County from bidding. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #2000-39, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

41. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 30 days from bid opening date.

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

Quote F.O.B. destination for all competitive sealed bids. If otherwise, show exact cost to deliver. 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.

43. 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.

44. 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.

45. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: www.georgetowncountysc.org, select "Purchasing" and "Bids Information" then double click the link under the bid listing.

46. 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.

47. 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.

48. 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..

49. Response Clarification

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

50. Vendor Checklist

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

- Mandatory Bid Submittal Form.
- Non-Collusion Form.
- Samples of all documents required to be executed at the closing.
- Disclosure of all charges and/or earnings associated with Escrow Account.
- Resident Certification for Local Preference.
- Exceptions Page.

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NON-SUBMITTAL OF PROPOSAL

Date _____

Kyle Prufer, Purchasing Officer
County of Georgetown
Post Office Box 421270
Georgetown, SC 29442-1270

Dear Mr. Prufer:

We, the undersigned, have declined to submit a proposal on **Bid # 09-001, Municipal Lease Purchase Financing For Vehicles & Heavy Equipment** for the reason(s) indicated below. Circle the number(s) indicating your reason for not bidding, or explain briefly in the space provided. It is not necessary to return any other portion of the bid document if you are not bidding. Please return this completed form by mail, as above, or by fax to (843)545-3500.

- 1) We do not offer this commodity/service
- 2) We do not manufacture/supply to this specification
- 3) Our schedule would not permit us to perform
- 4) Insufficient time to respond
- 5) We are unable to meet bonding requirements
- 6) We are unable to meet insurance requirements
- 7) Unable to bid competitively
- 8) Quantity/work too large
- 9) Quantity/work too small
- 10) Cannot meet delivery/completion requirements
- 11) Other reasons/additional comments
- 12) Remove our name from the County's List of Bidders

We understand that if neither a bid submission nor a non-response letter is returned after three successive attempts, our name will be deleted from the list of qualified bidders/offerors unless otherwise specified (as stated above).

Company Name: _____

Printed Contact Name: _____

Authorized Signature: _____

Telephone: _____ Fax Number: _____

E-Mail: _____

Unable to meet bid/proposal specifications because: _____

IF NOT SUBMITTING A RESPONSE, PLEASE RETURN BY FAX TO (843)545-3500.

NON-COLLUSION OATH)

COUNTY OF: _____)

STATE OF: _____)

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Offeror Herein, his agents, servants, and/or employees, to the best of his knowledge and belief have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, not have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 2009

Authorized Signature of Offeror

NOTARY PUBLIC FOR THE

STATE OF: _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

(Note: Notary seal required for out-of-state offeror)



**RESIDENCE CERTIFICATION
FOR LOCAL PREFERENCE**

MANDATORY VENDOR SUBMITTAL FORM

Pursuant to Georgetown County, SC Ordinance #2008-09 as adopted, §2-50 Local Preference, the Georgetown County Purchasing Officer requests Residence Certification. Ordinance #2008-09, §2-50 Local Preference, provides some restrictions on the awarding of governmental contracts; pertinent provisions of #2008-09, §2-50 are stated below:

Sec. 2-50. Local Preference.

1. During the bid evaluation process, any vendor who meets the criteria for Local Preference will have their bid price reduced by two percent (2%), not to exceed a maximum consideration of \$10,000.00 total. If after the application of the Local Vendor Preference, the vendor is determined to be the low responsive/responsible bidder, they will receive the award. The award price will reflect their original amount before the Local Vendor Preference was applied.

18. A vendor shall be deemed to be a resident of this County 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.

19. In the event the procurement is to be made pursuant to State or Federal guidelines that shall prohibit or restrict local preference on services provided by prime contracts or subcontractors in the construction industry, then in such circumstances there shall be no local preference.
(Ord. No. 95-22, 7-25-95)

I certify that [Company Name] _____ is a **Resident Bidder** of Georgetown County as defined in Ordinance #2008-09, and our principal place of business is _____ [City and State].

I certify that [Company Name] _____ is a **Non-Resident Bidder** of Georgetown County as defined in Ordinance #2008-09, and our principal place of business is _____ [City and State].

(X) _____
Signature of Company Officer



MANDATORY BID SUBMITTAL FORM
Municipal Lease Purchase Financing For Vehicles & Heavy Equipment
Bid #09-001

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 understands 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. Summary of Lease/Purchase **BANK QUALIFIED** Terms by Payment Type:

Lease Group	Terms	APR (%)	Annual \$ Payment ¹	Total \$ Payback ¹
Lease Group 024 Financing - \$ 499,952.00	4-Yrs Arrears			
Lease Group 025 Financing - \$ 325,616.00	6-Yrs Arrears			
Lease Group 026 Financing - \$1,659,521.00	8-Yrs Arrears			
Total Financing - \$ 2,485,089.00				

¹ Total Payback Amount, assumes full term, no late payments, penalties or interest.

3. Summary of Lease/Purchase **NON-BANK QUALIFIED** Terms by Payment Type:

Lease Group	Terms	APR (%)	Annual \$ Payment ¹	Total \$ Payback ¹
Lease Group 024 Financing - \$ 499,952.00	4-Yrs Arrears			
Lease Group 025 Financing - \$ 325,616.00	6-Yrs Arrears			
Lease Group 026 Financing - \$1,659,521.00	8-Yrs Arrears			
Total Financing - \$ 2,485,089.00				

¹ Total Payback Amount, assumes full term, no late payments, penalties or interest.

4. Proposed Terms must remain valid for thirty (30) days from bid opening date.

5. Contact Address: _____

6. Contact Person _____
7. Telephone Number _____ Fax Number _____
8. E-Mail address _____
9. Remittance Address: _____

10. Accounting Contact _____
11. Telephone Number _____ Fax Number _____
12. E-Mail address _____
13. FEIN or Social Security Number: _____
14. Does your individual or company structure require the filing of a W-9 form to the IRS on the part of Georgetown County, SC? **Yes** **No**
15. Acceptance of Invitation for Bid Content: The contents of the successful IFB may be included as contractual obligation in applicable clauses of the contract; therefore, the selected contractor must be prepared to be bound by his proposal.
16. **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.
17. Number of Years in Operation: _____
18. Total Annual 2008 Sales Revenue: _____
19. Total Annual 2008 Sales Revenue in Municipal Finance: _____
20. Number of Professional Employees in your Municipal Finance Group: _____
21. To how many other Municipalities do you provide municipal financing? _____
22. List all documents required to be executed at the inception of each lease and their purpose. Attach samples to your proposal, and additional pages if necessary.

23. Customer References:

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	

Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

24. List any penalty charges that would apply for early buyout of the lease, other than accrued interest, and a method of calculation for each charge:

25. List any fees to be levied and any earnings to be accorded in conjunction with the escrow account attached to this agreement:

26. 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.

27. Printed Name of person binding bid _____

28. Signature _____

29. Date _____

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EXCEPTIONS PAGE

List any areas where you cannot or will not comply with the specifications or terms contained within the Bid documentation.