



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 PROPOSALS (RFP)

BID NUMBER: 09-014

ADVERTISED DATE: Friday, August 14, 2009

OPENING DATE: Wed., September 02, 2009 OPENING TIME: 3:30 PM (Eastern Time)

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

Pre-Bid Conference/Site Inspection: n/a

PROCUREMENT FOR: Tri-Axle Dump Truck

Commodity Code(s): 07051

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 29440-3641
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 Next Day Service.
3. UPS WILL 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@georgetowncountysc.org

Kyle Prufer

(843)545-3082

(843)545-3500

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 #09-014

Item	Date	Time	Location
Date of Issue:	Friday, August 14, 2009	n/a	n/a
Pre-Bid Conference/Site Inspection:	n/a	n/a	n/a
Inquiry Cut-Off Time:	Wednesday, August 26, 2009	3:00PM ET	Room 202/4
Bid Delivery Cut-Off Time:	Wednesday, Sept. 02, 2009	3:30PM ET	Room 202/4
Bid Opening:	Wednesday, Sept. 02, 2009	3:30PM ET	Room 201

REQUEST FOR PROPOSALS, RFP #09-014

Tri-Axle Dump Truck
General Requirements

- 1) The Public Services Department, Environmental Services Division, of Georgetown County, South Carolina is soliciting sealed proposals for the procurement of one (1) Tri-Axle Dump Truck. The County seeks to take delivery on a complete and fully operational unit which is to include the cab and chassis, dump body, hydraulics and all controls and appurtenances. The award will be made to a single proposer for a complete truck as specified.
- 2) **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.
- 3) The unit ordered under this solicitation shall be new, standard production of the latest design in current production.
- 4) Material shall be of good commercial quality for the intended service and shall be produced by use of current manufacturing processes. Material shall be treated to resist rust, corrosion and wear.
- 5) The bidder shall maintain a store or branch in such proximity of the working location of the machine so as to provide service within 24-hours or less which is to be staffed with qualified service technicians and provision for securing parts from the manufacturer within a reasonable length of time.
- 6) Bidders must submit with their bid the latest printed specifications and advertising literature on the unit they propose to furnish.
- 7) The successful offeror must provide the following at the time of equipment delivery:
 - a) One (1) set of operator, overhaul, service and parts manuals;
 - b) One (1) set of diagnostic software and cables for MS Windows based PC; and
 - c) Three (3) ignition keys (NOT aluminum).
- 8) Vendor must state any and all warranties and time frame of warranties that may apply to above listed new truck, and must also state any extended warranties that may be purchased for above listed tractor and the cost of extended warranties. During the warranty period (standard or extended) the vendor shall perform all repairs in a timely matter (response time 48 hour or less), all repair parts for warranty shall be provided within the 72 hour time frame.

- 9) Bidder shall, if requested, provide a complete demonstration of the merits of the utility tractor offered as directed by the purchaser. The unit demonstrated shall be complete as offered by the bidder for this bid.
- 10) The price(s) quoted shall include all transportation charges fully prepaid to Georgetown County's fleet service provider, First Vehicle Services, 2242 Browns Ferry Rd (a/k/a SC-51); Georgetown, SC 29440. (Located behind the Public Works Division.)
- 11) Delivery date will be a factor in deciding which organization is awarded the bid.
- 12) Any variation or exceptions to the conditions and specifications to this bid must be noted on the Exception Sheet provided to be considered for bid.
- 13) Award will be made based on lowest bid and the quality of the articles to be supplied, conformity with the specifications, suitability to requirements, delivery terms and guarantee to cover parts delivery, parts repair, total repairs.

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Mandatory Bid Submittal Form
SPECIFICATION CHECKLIST
TRIAXLE DUMP TRUCK, 14-16 CUBIC YARD, 16 FOOT LENGTH

For the purpose of continuity and to simplify the review process, certain manufacturer’s brands and models codes may be used for bid quoting. Use of manufacturer’s brand and mode in gathering bid quotations for this bid process in no way constitutes elimination of other brands or models from the selection process. It is the intend of Georgetown County to accept any and all bid quotes from a variety of manufacturers, then select the best item that meets or exceeds requirements.

ALL SPECIFICATIONS MARKED “NO” ARE TO HAVE A DETAILED EXPLANATION OF THE EXCEPTION REFERENCED ON THE “EXCEPTION SHEET.

ITEM & DESCRIPTION	YES	NO
<u>VEHICLE MODEL</u>		
1) All equipment shall be new, unused current or next year model	_____	_____
2) 120” BBC conventional day cab	_____	_____
3) 6x4 drive type, tri-axle, dual rear wheels.	_____	_____
4) Dump truck configuration	_____	_____
5) GVWR – 74,000 pounds minimum	_____	_____
6) Full length C channel double reinforced frame	_____	_____
<u>ENGINE</u>		
1) Minimum 395 HP Tier III Emission turbo charged diesel engine or equivalent	_____	_____
<u>ENGINE EQUIPMENT</u>		
1) Oil check & fill – Thermos bottle stopper-type dipstick	_____	_____
2) Air intake – Center top cowl air intake with Donaldson air cleaner firewall mounted	_____	_____
3) Alternator – Delco-Remy 130 AMP 12 Volt	_____	_____
4) Batteries – Three (3) 12 Volt maintenance free 2280 CCA with threaded studs.	_____	_____
5) Battery box – Frame mounted	_____	_____
6) Compressor – Wabco/Cummins 18.7 CFM	_____	_____
7) Engine protection – Electronic engine, Integral shutdown protection system	_____	_____
8) Engine retarder – Exhaust brake only – “Jake” brake not acceptable	_____	_____
9) Exhaust – Single, vertical stack with 90 away from cab, and must clear body, Exhaust must have shield.	_____	_____
10) Coolant filter – Spin-on filter, housing must have shut off	_____	_____
11) Fuel filters – Primary and secondary spin-on filters	_____	_____
12) Oil filter – Spin-on	_____	_____
13) Radiator – Minimum 1300 sq. in. Brass/Copper	_____	_____
14) Starter – Delco-Remy 12 Volt	_____	_____
15) Hoses – Silicon radiator and heater hoses	_____	_____
16) Block heater – 1500 Watt/110-120 Volt, with receptacle mounted under left door	_____	_____

ITEM & DESCRIPTION

YES NO

TRANSMISSION

- 1) Minimum Allison HD automatic transmission or equivalent mated to spec motor _____
- 2) HD Transmission oil cooler _____

FRONT AXLE and SUSPENSION

- 1) Front Axle – 20,000 lbs capacity _____
- 2) Front Brakes – 16.5x6 Non-Asbestos _____
- 3) Front Drums – Outboard cast iron _____
- 4) Brake type – S-Cam with automatic adjusters, wedge brakes not acceptable _____
- 5) Front Hubcaps – Vented oil with see thru caps _____
- 6) Power steering direct drive or gear driven. Belt driven pumps not acceptable. _____
- 7) Front shock absorbers _____
- 8) Hubs – 10 bolt bud wheel, size 22.5x9.00 _____
- 9) Front Tires – 315/80R22.5 18 Ply Continental _____

REAR AXLES and SUSPENSION

- 1) Rear Axle – 44,000 lb. capacity _____
- 2) Ratio – 5.86 Rear Axle Ratio _____
- 3) Anti-Spin Device – Full locking wheel differential, with dash mounted switches and lights. _____
- 4) Rear Brakes – 16.5x7 Non-Asbestos _____
- 5) Rear Brake drums – Outboard cast iron _____
- 6) Parking Brake Chambers – Both rear axles _____
- 7) Auto adjust slack adjusters _____
- 8) Rear Suspension – Walking beam suspension _____
- 9) Wheels – 10 bolt bud wheel, size 22.5x8.25 _____
- 10) Rear Tires – 11x22.5 16 Ply Goodyear _____

AUXILIARY AXLE

- 1) Axle – Pusher Type Axle _____
- 2) Location – Ahead of Front Drive Axle _____
- 3) Brakes – 16.5x7 Non-Asbestos _____
- 4) Drums – Outboard Cast Iron _____
- 5) Brake Type – S-Cam with automatic adjusters _____
- 6) Hubs - 10 bolt bud wheel, size 22.5x8.25 _____
- 7) Tires – 11x22.5 16 Ply Goodyear, Singles on each side _____
- 8) Air gauge and test port shall be mounted on lower right side of cab per D.O.T. _____
- 9) Air gauge and raise and lower switch shall be mounted inside the cab _____
- 10) Axle must meet or exceed all State, Local, and Federal Certifications _____

ITEM & DESCRIPTION

YES NO

BRAKE SYSTEM EQUIPMENT

- 1) Anti-Lock Braking system _____
- 2) Air operated, S-cam type _____
- 3) Chassis air lines – Reinforced nylon, fabric braid and wire braid _____
- 4) Wabco/ Cummins compressor, 18.7 CFM _____
- 5) Air dryer with heater – Bendix model AD-9 _____
- 6) Air tank drain valves – Manual drain valves with pull cables _____
- 7) Brakes, front – 16.5x6 inch with 30 sq. inch chambers _____
- 8) Brakes, rear – 16.5x7 inch with 30 sq. inch chambers _____
- 9) Dust shields – front and rear required _____
- 10) Sack adjusters, front and rear – automatic _____
- 11) Gladhand connections rear chassis frame _____

ELECTRICAL CONNECTIONS

- 1) Installation uniformity – Each vehicle category will have the installed equipment, Wiring and connections set up identically to permit ease of service _____
- 2) Wire – UL approved color-coded wiring that meets or exceeds Ford Spec MIL56a _____
- 3) Terminals – UL approved solder-less terminals will be used for all wire connections. Taping of connections is not authorized. _____
- 4) Circuit breakers – All power wires will be connected to UL approved Type 1 automotive reset circuit breakers capable of cycling continuously during over-current situations and providing protection to after market wiring and equipment. _____
- 5) Loom- All exposed wiring will be covered by a high temperature convoluted slit loom _____
- 6) Grommets – All wiring passing through metal sections of the vehicle will utilize rubber grommets and will be sealed with silicone to provide weatherproofing _____
- 7) Cable ties – Heavy duty black nylon ties will be used to secure wiring and looms to various locations throughout vehicle _____
- 8) Grounding connections – All electrical equipment to be grounded separately to the frame to eliminate possible electrical malfunctions _____
- 9) Wiring schematics – Utilize color-coded wiring and provide detailed schematic drawing of all wiring, switches and terminals installed _____
- 10) Trailer wiring – standard lighting with enclosed wiring harness , with a seven blade Female plug (Bargman model 14631 or equivalent) attached to rear _____
- 11) Electric brake controller installed in cab with all necessary wiring and protection _____

CHASSIS EQUIPMENT

- 1) Steel front bumper, rectangular cutouts for tow hooks, painted black _____
- 2) Rear mud flap brackets with attached mud flaps _____
- 3) Front and rear tow hooks _____

FRAME

- 1) Full length C-channel double frame rails _____
- 2) Rear most cross-member _____
- 3) Suspension cross-member, Heavy duty center C-channel _____

ITEM & DESCRIPTION

YES NO

FUEL TANKS and EQUIPMENT

- 1) Right and left hand fuel tanks – Minimum 70 gallon capacity each _____
- 2) Fuel tank steps _____
- 3) Fuel tanks to be Aluminum constructed _____
- 4) Fuel tanks must both have cut-offs _____

CAB EXTERIOR

- 1) Conventional 120 in. day cab, Painted White _____
- 2) Cab mounts – Hydra-mount _____
- 3) Grab handles mounted on right and left sides _____
- 4) Cab kit – Heavy duty cab with tunnel, firewall and dash reinforcement _____
- 5) Hood – Fiberglass full fender _____
- 6) Air horns – Dual _____
- 7) Electric horn – Single _____
- 8) Keys and locks – All keyed the same _____
- 9) Sealed beam stop/tail/turn/backup/marker lights _____
- 10) Standard front turn signal lights _____
- 11) Rotating Amber Light mounted on top of cab _____
- 12) Primary Mirrors - Dual Heated Stainless Steel West Coast Mirrors mounted to doors _____
- 13) Dual 8 in. Convex bright finished Auxiliary Mirrors mounted under primary mirrors _____
- 14) Right hand door Down View Mirror _____
- 15) Standard side and rear reflectors _____
- 16) Rear Window – 10in. x 26in. _____
- 17) Right hand door – Lower door window with Fresno lenses _____
- 18) Tinted windows _____

CAB INTERIOR, INSTRUMENT PANEL and CONTROLS

- 1) Climate control A/C, Radiator mounted A/C condenser, R134A refrigerant _____
- 2) Manual door locks and windows _____
- 3) AM/FM Radio _____
- 4) Tilt/Telescoping steering column _____
- 5) 19in. 2 spoke steering wheel _____
- 6) High Back air ride drivers seat – Cloth/vinyl upholstery _____
- 7) Standard passenger seat – Cloth/vinyl upholstery _____
- 8) 3 Point seat belts with retractors – Driver and Passenger seats _____
- 9) Left and right interior sun visors _____
- 10) Heater with defroster _____
- 11) Dash mounted ashtray and lighter _____
- 12) Left side cup holder _____
- 13) Overhead console _____
- 14) Storage pocket – Manifest box on driver’s door _____
- 15) Circuit protection – Auto self reset circuit breakers _____
- 16) Wiring Schematic card – Cab mounted wiring diagram _____
- 17) Diagnostic Connector – SAE 15887/1708 6-Pin interface connector under dash _____
- 18) Starter control – Dash mounted _____

ITEM & DESCRIPTION

YES NO

- 19) Speedometer – Electronic with trip odometer _____
- 20) Tachometer – Electric _____
- 21) Engine oil pressure gauge – mechanical _____
- 22) Coolant temperature gauge – Electric _____
- 23) Voltmeter gauge _____
- 24) Fuel gauge – Electric _____
- 25) Air system pressure gauges – Primary and Secondary _____
- 26) Low Air Pressure warning light and buzzer _____
- 27) Engine hour meter _____
- 28) Transmission temperature gauge – Electric _____
- 29) Windshield wiper control – Electric with intermittent settings _____
- 30) Tractor protection valve _____
- 31) Trailer brake hand control valve _____
- 32) Turn signal switch w/ dimmer _____
- 33) Heavy duty emergency 4-way flasher _____
- 34) Marker light switch – Marker and Headlight switch _____
- 35) 2 Additional dash mounted toggle switches _____
- 36) Air restriction – Intake mounted _____

DUMP BODY

- 1) 16 cubic yard capacity _____
- 2) Length – 16 feet _____
- 3) Body construction:
 - a) Floor – 1/4” steel, Sloped corners _____
 - b) Sides – 10 gauge steel, 30” ribbed sides _____
 - c) Cab Shield – 3/4 cab protection _____
 - d) Gusset plates to be 8” high for side boards _____
 - e) Tailgate – 60” height, top hinge, sloping 6 panel, air release _____
 - f) Overlay tarp rails, both sides, full length _____
 - g) Hydraulic tarping system w/ heavy duty mesh type tarp _____
 - h) Idler to hold front of Tarp on the body _____
- 4) Underbody construction – Minimum 3” high tensile channel steel cross-members on 12” centers _____
- 5) Body hoist system:
 - a) Hoist cylinder – 3 stage single telescopic type _____
 - b) Hydraulic reservoir – side mounted to frame _____
 - c) Hydraulic filters – in tank and return line filters _____
 - d) Hydraulic pump – direct mount _____
 - e) Body prop – standard _____
- 6) Controls:
 - a) PTO control – located on hoist control tower in cab _____
 - b) Hoist control – single lever, on tower, in cab _____
 - c) Tailgate control – air operated valve, on tower, in cab _____
 - d) Body raised indicator light – on tower, in cab _____
- 7) Pintle hook – 25 ton, 24” mounting height, w/ two 2” dia. closed loop chain eyes mounted lefty and right of pintle hook _____
- 8) Paint – corrosion and rust resistant primer, forest green powder coat finish _____

ITEM & DESCRIPTION

YES NO

SPECIALTY ITEMS

- 1) Provide 3 sets of keys. Aluminum not acceptable _____
- 2) Fire extinguisher – DOT approved, 2 ½ pound (ABC type) all metal head, with
Current inspection tag, mounting bracket, installed on floor board _____
- 3) Back up alarm – installed with all necessary wiring _____
- 4) One (1) set of operator, overhaul, service and parts manuals _____
- 5) One (1) set of set of wiring diagrams _____
- 6) Supply Maintenance and Repair Software _____
- 7) One (1) set of diagnostic software and cables for MS Windows based PC _____

WARRANTY

- 1) Standard Cab/Chassis Warranty (Attach Details) _____
- 2) Standard Body/Hydraulics Warranty (Attach Details) _____

ALL SPECIFICATIONS MARKED “NO” ARE TO HAVE A DETAILED EXPLANATION OF THE EXCEPTION REFERENCED ON THE “EXCEPTION SHEET. Return this Technical Specifications Checklist with your proposal.

Company Submitting Proposal: _____

Signature (X)_____

Date_____

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Instructions for Bidders
Bid #09-014
Tri-Axle Dump Truck

1. Written sealed public bids for a proposal to provide one (1) Utility Tri-Axle Dump Truck shall be received in the Purchasing Office, Second Floor, Room 202, 129 Screven Street, Georgetown, SC until the cut-off time shown in the bid timeline on page (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. Two (2) photocopies and one (1) unbound, reproducible ORIGINAL 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. 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.
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 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 "Tri-Axle Dump Truck" or "truck" refers to the **complete machine** 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 as 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”. It is each proposer’s responsibility to verify that all addenda have been received and acknowledged.

19. This Invitation for Bid covers the estimated requirements to provide one (1) Tri-Axle Dump Truck for the Georgetown County Public Services 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.

20. TERMS OF AGREEMENT / RENEWAL

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.

21. PRICE ESCALATION/DE-ESCALATION:

Prices are to remain firm for the contract period.

22. 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.

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 -2- of this document. Inquiries received after this date and time will not be considered. Verbal questions are not permitted. Written questions only must be faxed or e-mailed to:

Kyle Prufer, Purchasing Officer
Fax: (843) 545-3500
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 included]

e. Professional Liability

[not included]

f. Garage Keeper's Liability

1. Minimum Limits

- \$1,000,000 Dealer Garage Liability Insurance

g. 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. 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.

27. 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.

28. Method of Payment

Upon delivery and acceptance of the equipment and/or services 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.

The County will coordinate with the successful offeror to ensure that the title is received by the County at the time of payment.

29. South Carolina Sales Tax

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

30. Assignment of Contract

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

31. 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.

32. 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

33. 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.

34. Applicable Laws

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

36. 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.

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 or 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 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. Bid Tabulation Results

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

49. 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.

50. 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.

51. 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.

52. Response Clarification

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

53. Vendor Checklist

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

- Mandatory Bid Submittal Form
- Mandatory Technical Specification Checklist Form (Pages 2 through 9)
- Resident Certification for Local Preference
- Mandatory Exceptions Page
- Certificate of Insurance must be on file prior to any award.

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NON-SUBMITTAL RESPONSE

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 # 09-014, Tri-Axle Dump Truck** 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.



**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.
2. 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.
3. 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

Bid #09-014

Tri-Axle Dump 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 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. Make and model of Cab/Chassis: _____

3. Make and model of Body/Hydraulics: _____

4. Base Cost of Complete Unit as specified: \$ _____

5. Freight/Delivery (if not included above): \$ _____

6. SC Sales Tax Permit # _____ Amount: \$ _____

This purchase is subject to: **\$300 Max Cap SC Sales Tax**

If your company is authorized to collect SC Sales Tax, place your SC Sales Tax Permit Number and the amount of tax to be collected on the line above, otherwise write "NO" in both line items.

7. **Total Base Bid Cost** (Lines 4+5+6): \$ _____

8. Bid cost must remain valid ninety (90) days from bid opening date.

9. Cab and Chassis Parts/Service/Warranty Information:

a) Location of Nearest Service Branch : _____

b) Specify Base Warranty Type: -Manufacturer -Dealer -Outside Agency

c) Base Warranty Proposal Attached: **Yes** **No**

10. Body and Hydraulics Parts/Service/Warranty Information:

a) Location of Nearest Service Branch : _____

b) Specify Base Warranty Type: -Manufacturer -Dealer -Outside Agency

c) Base Warranty Proposal Attached: **Yes** **No**

11. Delivery Date, or number of days for delivery after receipt of order: _____

12. Manufacturer's Printed Specifications & Advertising Literature Attached: **Yes** **No**

13. Cost Bid cost must remain valid ninety (90) days from bid opening date.

14. Contact Address: _____

15. Contact Person _____

16. Telephone Number _____ Fax Number _____

17. E-Mail address _____

18. Remittance Address: _____

19. Accounts Receivable Contact _____

20. Telephone Number _____ Fax Number _____

21. E-Mail address _____

22. FEIN or Social Security Number: _____

23. Will you honor the submitted prices for purchase by other departments within Georgetown County and 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 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.

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. 09-014 were received.

29. MINORITY PARTICIPATION

(a) Is the bidder a South Carolina Certified Minority Business? **Yes** **No**

(b) Is the bidder a Minority Business certified by another governmental entity?

Yes **No**

If so, please list the certifying governmental entity: _____

(c) If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

30. ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at 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]

31.

<p><u>INFORMATION ONLY:</u></p> <p><input type="checkbox"/> Our company accepts government procurement cards.</p> <p><input type="checkbox"/> Our company does not accept government procurement cards.</p>

32. Printed Name of person binding bid _____

33. Signature (X)_____

34. 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.