



**Capital Projects & Purchasing Department  
113 Mable T. Willis Blvd.  
Walterboro, SC 29488  
843.539.1968**

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**BID: FMD-09  
INSTALLATION OF EMERGENCY EQUIPMENT**

**BID DUE: Thursday, March 23, 2017 @ 11:00am**

MAIL RESPONSE TO:  
Capital Projects & Purchasing Department  
Attn: Kaye B Syfrett  
113 Mable T. Willis Blvd.  
Walterboro, SC 29488

DELIVER RESPONSE TO:  
Capital Projects & Purchasing Department  
Attn: Kaye B Syfrett  
113 Mable T. Willis Blvd.  
Walterboro, SC 29488

## A. OVERVIEW

Colleton County, South Carolina (the "**County**") requests bids from qualified vendors to install Emergency Equipment in/on County vehicles. Some equipment to be installed will be supplied by the County; other equipment will be supplied by the successful bidder for the County's Fleet Maintenance Department.

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. After which, only the names of the respondents will be publicly announced. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the Offeror's name, address, and the solicitation name and number.

This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of proposals submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.

## B. SCOPE OF WORK

The successful vendor will permanently mount and wire all equipment in/on the following County vehicles; **Five (5) 2017 Chevrolet Tahoe PPV vehicles and one (1) 2017 Ford F-150 Crew cab**. Colleton County intends to use this bid as a basis of all future installation for a term of three (3) years with the option to extend the term for an additional three (3) years. Exceptions to manufactures or models listed here-in will not be accepted. All pricing is per vehicle.

- All work performed by the Vendor shall carry a one year warranty on all labor performed.
- The Vendor shall have EVT Certified Technicians on staff.
- Vendor must be an authorized, factory direct dealer with the items/product listed in the bids and have the ability to handle warranty claims on the products.
- Vendor must have stocked and well equipped service trucks to provide field servicing of Colleton County Vehicles at a Colleton County facility after the install is complete.
- All exterior mounting hardware used to secure all equipment to the below listed vehicles must be stainless steel. This includes bolts, nuts, screws, washers, etc. Exterior mounting refers to any parts added to the vehicle by the vendor, which are mounted outside of the vehicle interior and exposed to the weather. Areas exposed to the weather would include, but not be limited to, the vehicle roof, hood, bumpers, areas behind the bumper, areas behind the grille, engine compartment, any areas around the chassis frame, wheel wells, other areas located on the exterior of the vehicles.
- All wiring will be new and unused. Color-coding will be used for different circuits and all wires will be labeled for easy servicing.
- All wire shall be of the copper stranded type, polyvinyl chloride insulated with a smooth exterior finish. It shall be resistant to oil, grease, acids and excessive heat.
- All wiring shall meet or exceed S.A.E. specification J1128.
- All vehicle electronics that are installed in Colleton County Vehicles shall be grounded at one central location in the vehicle.
- All power circuits must use a gauge of wire exceeding the rated capacity of the circuit.
- LED cables – All LED cables shall be continuous with connectors or plugs added between the power supply (if applicable) and the light head. All cables shall have the ground securely grounded to the vehicle chassis. No wire nuts, butt splices or soldered joints will be accepted on the circuits. No exceptions.

- Wire Loom – All electrical wires, including LED cables, shall be protected by wire loom. All wire loom shall be convoluted, slit, high temperature type with a protection range between 30 and 300

degrees Fahrenheit. All wire loom shall be securely attached to the vehicle with rubber grommet clamps or self-locking wire ties. The use of adhesive back wire ties is not acceptable.

- Loom Clamps – All loom clamps used for securing wires to the exterior areas of the vehicle, shall be stainless steel. Each clamp shall be equipped with a removable neoprene cushion to protect the wiring harness from vibration. Pressure sensitive, adhesive backed wire ties or loom clamps are not acceptable.
- Rubber Grommets – In all areas where the wiring harness must pass through drilled holes, from the interior to the exterior of the vehicle or any areas where chafing or damage to the wiring harness or cables may occur, rubber grommets shall be used to protect the wires and cables from damage. All grommets shall be of the appropriate size and any free space shall be sealed with a clear silicone sealant to prevent air or water leaks
- Vendor shall supply all connections, wire ties, rubber grommets, insulated fasteners, relays, fuses, circuit breakers, etc. All electrical protection equipment (circuit breakers or fuses) is to be mounted in the cab at a location or other location if so specified, to provide easy maintenance and/or replacement. All electrical components must be new and unused.
- All circuits are to have electrical protection.
- Installed equipment shall operate when the vehicle ignition switch is in the “ON” or “OFF” position  
**SUBJECT TO VEHICLE: SHALL BE DETERMINED BY FLEET MANAGEMENT.**
- **Location of primary remote power supply to be determined by Fleet Management before installation begins.**

1. Installation of emergency equipment, various customer supplied auxiliary equipment, a total of **One (1) 2017 Chevrolet PPV Tahoe**

***The following equipment shall be installed on the vehicles. Please note the special price page at the end of the bid packet. Individual pricing will be required for vehicles that will not require the following equipment:***

- Install one (1) Progard S5705T07 Transport seat w/7ga steel screen window cargo barrier
- Install one (1) Progard P5704T12A center sliding Polycarb window cage/front partition.
- Install one (1) Progard SPS7FW12 Full width lower extension
- Install two (2) WBP57NPT07 Polycarb window barriers/ use with OEM door panels.
- Install one (1) Go Rhino 5162 WHD wrap around push bumper
- Install one (1) Stinger DS HP flashlight.
- Install one (1) Console Havashield # C-2410 And the following additions
  - Install one (1) three way 12-volt power supply in the console Havashield # HAV-C-LP-3
  - Install (1) two-hole cup holder in the console HAV-C-CUP2-1
  - Install (1) Padded folding console arm rest on the console part # Havashield # ARM-103
  - Install two (2) Mic Clip brackets. HAV-C-MCB
- Install one (1) Tunnel Mount assembly. Part# C-TMW-GMC-02
- Install one (1) Linz Inner edge 10LT. 2pc Blue. WHE-IZ13UFZ, Front windshield
- Install two (2) Dominator 8 LINZ6-blue with brackets (1) behind the front grill (1) rear window.WHE-D808000
- Install six (4) vertex split blue/white in the following locations: pricing to include the flanges. black in color:
  - (2) Under side mirrors
  - (2) On rear license plate area
- Install Four (2) Ion V-heads. two each side of the vehicle in rear window for 360-degree coverage Part # IONS
- Install wig wag headlights and rear flashing traffic backers

- Install one (1) hands free siren w/9 switch light controls with park kill time out relay Whelen# WHE-295HFSA6
- Install one (1) Siren speaker SA315 black plastic, to include mounting kit. Whelen# WHE-SA315P
- Install two (1) 9 LED interior light. 1 on ceiling above the front console. WHE-80COEHCR
- Install one (1) Tuff box Tufloc 36-009ck w/combo lock. to include Two dividers Tufloc 36-001203B-1
- Install one (1) Customer supplied radar system. (see special instruction)
- Install one (1) Customer supplied Digital camera system. (see special instructions)
- Install one (1) Customer supplied Radio. (see special instructions)
- Install one (1) Customer supplied E-ticket system. (see special Instructions)

2. Installation of emergency equipment, various customer supplied auxiliary equipment, a total of **One (1)** **Sheriff, 2017 Ford F-150 Crew Cab.**

***The following equipment shall be installed on the vehicles. Please note the special price page at the end of the bid packet. Individual pricing will be required for vehicles that will not require the following equipment:***

- Install one (1) Stinger DS HP flashlight.
- Install two (2) Mic Clip brackets. HAV-C-MCB
- Install one (1) hands free siren w/9 sw/light controls with park kill time out relay Whelen# WHE-295HFSA6
- Install one (1) Siren speaker SA315 black plastic. to include mounting kit. Whelen# WHE-SA315P
- Install one (1) Linz Inner edge 10LT. 2pc Blue. WHE-IZ13UFZ, Front windshield
- Install two (2) Dominator 8 LINZ6-blue with brackets. (1) in front grill. (1) rear window.WHE-D808000
- Install Four (4) Ion V-heads / Step Seam Light. Two (2) on each side of the vehicle / one (1) on each end of the running boards. Part # IONSV3
- Install six (6) Whelen Vertex blue/clear LEDs w/clear lens:
  - One in the reverse/brake lights. Both sides
  - One in the front head lights. Both sides
  - One under side view mirror. Both sides
- Install blue/blue LED fog lights 3.5 inch round super LED Whelen Model PAR28
- Install (1) Customer supplied 800 MHz Radios. (see special instructions)
- Install one Truck Vault under rear seat Stock S-FDFSEL1-15N

3. Installation of emergency equipment, various customer supplied auxiliary equipment, a total of **One (1)** **Fire Rescue, 2017 Chevrolet Tahoe PPV 4x4.**

***The following equipment shall be installed on the vehicles. Please note the special price page at the end of the bid packet. Individual pricing will be required for vehicles that will not require the following equipment:***

- Install one (1) Whelen Dominator 8 with L Bracket Model # DP840040 mount to the front winch light bar.
- Install one (1) Jump start system, 500 amps, Make: Associated. Model # GL1 Mount to the side of the winch carrier. (Customer Supplied Item)
- Install two (2) Whelen LINSV2 "V" Series lights under the side view mirrors. Use appropriate Whelen mounting bracket. LED Lights are to be Red and simultaneously flash with the mirror beams. Puddle lights wired to door open lights and alley lights.
- Install two (2) Whelen Ion Duo Red/Clear wide angle I2D, one each side using the Whelen mirror beam mount. Wired to flash simultaneously the LINSV2 lights under the mirror.
- Install two (2) Whelen M4 LED light heads M4DWR with Fog Light Mounting Kit to the fog lights on the Tahoe. Red LEDs to flash alternately with opposite side. Driving lights wired to High Beams.

- Install one (1) Whelen Headlight Flasher. Unit shall flash alternating high beams only at rate of 90 flashes per minute.
- Install two (2) Whelen M6 Red LED with RED Lens with chrome flanges; one each side of truck over rear wheel well.
- Install two (2) Whelen M6 Split Red/Clear LED with Clear lens with chrome flanges to front fenders as intersection lights.
- Install two (2) Whelen M6 Red LED with Red lenses with chrome flanges to rear lift gate.
- Install two (2) Whelen M6ZC Clear scene lights to rear lift gate under M6 Red Warning lights. Scene lights to be wired to back up lights.
- Install two (2) Whelen interior eight-inch round LED lights to inside of liftgate with switch at rear of truck inside of lift gate.
- Install two (2) Whelen T Ions, one red, one amber to lower side of liftgate to serve as warning lights when liftgate is in the open position. Lights are to alternate at 90 flashes per minutes.
- Install four (4) each side, total of eight (8) Whelen Ion wide angle Red/Clear Duo with black flange surface mounted to running boards. In addition to warning function, clear lights to illuminate with alley lights.
- Install two (2) Whelen siren speakers. Mount to the underside of the winch carrier.
- Install two (2) Whelen Slimline Pioneer lights to roof of vehicle over "C" Post. One each side. Wire to alley light(s). White housing.
- Install one (1) Roscoe, single unit camera system. Make: Roscoe Vision: Model Dual Vision, DV132 32GB SDHC. Mount camera to front windshield under rear view mirror.
- Install Outer Edge on rear pillars. Top two modules to burn steady red. Left side remaining light heads to be amber and alternate with right side. Remaining right side light heads to be red.
- Install three (3) customer supplied 800 MHz radios and accessories to include:
  - Two (2) remote heads, mounted in console.
  - Three external speakers. Mount in console
  - Two (2) external speakers in utility cover
  - Three (3) 800 MHz cables and antennas.
- Install one (1) Liberty II, 55inch LED lightbar.
  - Alley lights to flash / Warning and Alley
  - Corner LEDs to be Trio - Red/Clear/Green – Red/clear for warning // Green for Command wired separately
  - Front LEDs to be Duo Red/Clear - Center mounted forward LED Module to burn steady Red (Clear with other white lights)
  - Rear LEDs to be Duo – Red/Amber
  - Cruise Lights
  - Arrow Stick on rear
  - Light bar to be horizontal with the ground. **NO TILT.**
- Install one (1) Havis console (# HAV-C-VS-2000-TAH) on the transmission hump. Include the following additions:
  - Install one (1) three way 12-volt power supply in the console  
Havashield # HAV-C-LP-3
  - Install four (4) Mic Clip brackets. HAV-C-MCB
  - Three (3) Customer supplied mobile radios in Havis Console.
  - Three (3) Customer supplier radio speakers
- Install one (1) Whelen Carbide Module with rotary switch and 13 switch control head.
- Install two (2) Customer supplied Mag-Lite rechargeable 5 cell flash lights. Model # RE7019 in the cab of the truck.
- Install two (2) customer supplied driving lights and replace current LEDs sealed beams with two (2) Whelen Par 46WLC Clear, 20 degree high x 60 wide floodlight pattern.
- Install one (1) Truck vault, Model Field Ranger, 3 drawer / Magnum depth / omit locks / Add "D" rings for permanent mounting.

## **\*\*Special Item Instructions**

4. **Radar unit:** One (1) customer supplied radar unit shall be supplied to the installer, Manufactured by, Stalker, w/dual KA band antennas. Radar antennas shall be installed on the driver's side in the front window and in the rear window. Sheriff's Office representative will pinpoint the exact location before installation begins. The exact location of the radar read out panel will be pin pointed at this time also. Unit come with a remote display interconnect cable to be connected to the camera system.
5. **Digital camera system:** One (1) customer supplied digital camera system shall be supplied to the installer, manufactured by: Watch Guard, Model type: VISTA HD Wi-Fi bundle. Sheriff's Office shall designate location of the cameras and camera recording system before installation begins. All triggers that are available with this unit shall be utilized. *(If the unit has the capabilities it will be used)*
6. **Radios:** Installation of one (1) customer supplied 800 MHz two piece radios in console, and one (1) 800 MHz antennas on roof or rear deck. Make electrical connections for the radios and run antenna cables to the roof. Radios, microphone clips and external speaker locations will be specified at the time of the install.
7. **E-Ticket system:** Installation of one owner supplied E-ticket system. This system consists of an Imaging scanner. Docking Station, Printer, Mounting kits, Cradle point, Antenna, and Telescoping Mounting Components.

## **C. LOCATION:**

The installation shall be performed at the successful vendor's facility. The successful vendor must have an enclosed service facility within 160 miles of Colleton County, South Carolina. Colleton County will deliver the vehicle(s) to the vendor's facility for installation of the emergency equipment and auxiliary products. The vendor must be able to provide a fenced, secure area for storage of the vehicles while they are on the vendor's property. The start time of the installations will depend on the delivery dates of the new vehicles and accessories. Colleton County Fleet Management will determine the number of vehicles made available at one time.

## **D. VENDOR REQUIREMENTS:**

1. Vendor shall have a minimum of ten (10) years engaged in the installation of electrical, emergency warning equipment on Fire Apparatus and Sheriff Patrol Vehicles. Vendor shall be experienced with 2016 or newer, Navistar, Emergency One (E-One) Fire Apparatus, International series cab and chassis, Ford Vehicles and Chevrolet vehicles as well as the industry wide multiplex electrical systems.
2. Successful vendor shall provide a certificate of insurance per the requirements listed in Appendix "B".
3. Successful vendor will insure that all hardware and connections do not interfere with the safe operation of any other components on the vehicle.
4. All additional wiring and connections are to be supplied by the vendor.
5. Vendor shall provide a minimum of three (3) references for similar installation experience.
6. Inspection of the first vehicles, wiring and location of installation shall be performed by Colleton Count Fleet Management, Colleton County Sheriff's Office or Colleton County Fire and Rescue before all panels, seat carpet and such are reinstalled on the unit. **Mandatory.**

The vendor must carry insurance coverage to provide protection for the county vehicles in the event any damage is sustained while the vehicles are in the vendor's possession (See Appendix "B"). Colleton County shall be able to inspect the progress of the installations at any time during normal business hours.

## E. INSTRUCTIONS TO VENDOR

1. Submittal must include one (1) original proposal response clearly marked as original, and one (1) complete copy of the proposal response along with a completed W-9 form. Responses must be in a sealed envelope/package containing the solicitation name and number. The individual signing the response must be an Agent legally authorized to bind the company.
2. Show solicitation number on the outside of mailing package. Colleton County assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the vendor's sole responsibility to ensure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. The vendor must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Colleton County reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the County or its agents for its determination in this regard.
5. RESPONSE FORM: All responses shall be printed in ink or typewritten. If required, additional pages may be attached. Proposals written in pencil will be disqualified.
6. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the vendor's name, address, and the solicitation name and number.

Questions regarding this bid must be submitted via email to John Stieglitz, [jstieglitz@colletoncounty.org](mailto:jstieglitz@colletoncounty.org) no later than 11:00am, Thursday, March 16, 2017.

**A "No Response" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply.**

## F. SPECIFIC TERMS AND CONDITIONS

1. COMPETITION: This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing no later than five (5) business days prior to the scheduled due date and time.
2. RESPONDANTS QUALIFICATION: The County reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Vendor's ability to provide said services.

3. RESPONSE WITHDRAWAL: Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Manager.
4. REJECTION: Colleton County reserves the right to reject any and all proposals, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.
5. WAIVER: The County reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
6. RESPONSE PERIOD: All responses shall be good for a minimum period of 60 calendar days.
7. DEVIATIONS FROM SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful offeror will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
8. AMENDMENTS: All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Colleton County.
9. DEBARMENT: By submitting a qualification package, the vendor is certifying that they are not currently debarred from responding to any request for proposals by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency or subdivision of the State of South Carolina.
10. DEFAULT: In case of default by the vendor, the County reserves the right to purchase any or all items in default in the open market, charging the vendor with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting vendor will be considered in future RFP's until the assessed charge has been satisfied.
11. HOLD HARMLESS: All respondents to this RFP shall indemnify and hold harmless Colleton County Government and any of their officers and employees from all suits and claims alleged to be a result of this request for proposals. The issuance of this request of proposals constitutes only an invitation to present a proposal. Colleton County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for proposals. Colleton County also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
12. CANCELLATION: In the event that this request for proposals is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred in connection with this request for proposals or otherwise.
13. COLLETON COUNTY PURCHASING ORDINANCE: The Request of Proposals is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this request for proposals in their entirety except as amended or superseded within. This ordinance can be found at <https://www.municode.com/library/sc/colletoncounty/codes/codeofordinances.com> under Title 3 - Revenue and Finance.



14. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request of proposals shall be just cause for the rejection of the qualification package. However, Colleton County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.
15. CONTRACT AWARD:
  - a. This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful vendor and the County. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.
  - b. The successful vendor shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.
16. CONTRACT ADMINISTRATION: Questions or problems arising after award of an agreement shall be directed to the Procurement Manager by calling (843) 539-1968. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Capital Projects & Purchasing Department, 113 Mable T. Willis Blvd, Walterboro, SC 29488.

## G. GENERAL CONTRACTUAL REQUIREMENTS

1. ABANDONMENT OR DELAY: If the work to be done under this contract shall be abandoned or delayed by the vendor, or if at any time the County shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the vendor, the County may annul the contract or any part thereof if the vendor fails to resolve the matter within thirty (30) days of written notice.
2. RESPONSIBILITY: The vendor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.
3. NON-APPROPRIATION / SUBSTITUTION PERMITTED: If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.
4. INDEMNIFICATION: Except for expenses or liabilities arising from the negligence of the County, the vendor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

The Vendor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the vendor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save

the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to the vendor's employees and any person, directly or indirectly employed by the vendor, the County's employees, or occurring to any member of the public. When the County submits notice, vendor shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Vendor's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally, the County will not provide indemnity to the successful VENDOR. Failure to comply with this section may result in your request for proposal to be deemed non-responsive.

5. **FORCE MAJEURE:** The vendor shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the vendor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the vendor. If the failure to perform is caused by default of a supplier, and if such default arises out of causes beyond the control of both the vendor and supplier and without excess costs for failure to perform, unless the supplies or services to be furnished by the supplier were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule.
6. **ARBITRATION:** Under no circumstances and with no exception will Colleton County act as arbitrator between the vendor and any supplier.
7. **PUBLICITY RELEASES:** Vendor agrees not to refer to award of this 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 County. The vendor shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the County, type and duration of any resulting agreement may be used and then only with prior approval of the County. The vendor also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.
8. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.
9. **ASSIGNMENT:** The vendor shall not assign in whole or in part any agreement resulting from this Request for Proposals without the prior written consent of the County. The vendor shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.
10. **AFFIRMATIVE ACTION:** The successful vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

11. **FAILURE TO DELIVER GOODS IN ACCORDANCE WITH TERMS & CONDITIONS:** In case of failure to deliver goods in accordance with the contract terms and conditions, Colleton County, after due oral or written notice, may procure substitute goods or services from other sources and hold the vendor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.
12. **TERMINATION OF CONTRACT:**
  1. Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the contractor.
    - 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 vendor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for proposals shall apply.
    - c. The County shall be obligated to reimburse the vendor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
  2. **Non-Appropriations Clause:** Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Vendor, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.
13. **GOVERNING LAWS:** Any contract resulting from this request for proposals shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.
14. **BONDS:** Payment and Performance Bonds are not required for this bid.
15. **PURCHASING CARD:** By submitting a proposal, vendor agrees to accept payment by the Colleton County Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows county agencies to make authorized purchases from a vendor, in conjunction with a purchase order.
16. **OWNERSHIP OF MATERIAL:** Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
17. **TYPE OF CONTRACT:** This contract is a unit price contract.

## **Appendix "B" - Insurance Requirements, Projects less than \$1,000,000.00**

### (A) Statutory Workers' Compensation Insurance

- (1) Employers Liability:
  - Bodily Injury by Accident - \$100,000 each accident
  - Bodily Injury by Disease - \$500,000 each policy limit
  - Bodily Injury by Disease - \$100,000 each employee

### (B) Comprehensive General Liability Insurance

- (1) \$500,000 limit of liability per occurrence for bodily injury and property damage
- (2) The following additional coverage's must apply:
  - ISO Commercial General Liability Form
  - Dedicated Limits per Project Site or Location
  - Additional Insured Endorsements, with modification for completed operations.
  - Blanket Contractual Liability
  - Broad Form Property Damage
  - Severability of Interest
  - Personal Injury

### (C) Auto Liability Insurance

- (1) \$500,000 limit of liability per occurrence for bodily injury and property damage
- (2) Comprehensive coverage covering all owned, non-owned, leased, hired and borrowed vehicles
- (3) Contractual Liability

### (D) Umbrella Liability Insurance - \$ 1, 000,000 Limit of Liability

- (7) The following coverage's must apply
  - Additional Insured Endorsement
  - Concurrency of Effective Dates with Primary
  - Blanket Contractual Liability
  - Drop Down Feature
  - Umbrella Policy must be as broad as the Primary Policy

(E) Colleton County, and Colleton County Council should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

(F) The cancellation provision should provide 30 days' notice of cancellation

(G) Certificate Holder should read:

Colleton County  
P.O. Box 157  
Walterboro, SC 29488

(H) Insurance Company must have an A.M. Best Rating of A5 or higher.

(I) Insurance Company should be licensed to do business in the State where the work is to be performed.

(J) The Contractor shall agree to provide complete certified copies of current insurance policy(ies) if requested by Colleton County to verify the compliance with these insurance requirements.

(K) All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.

(L) Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason the Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by the Contractor at Contractor's expense.

(M) No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Colleton County as to form and content has been filed with Colleton County. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

(N) The Contractor shall agree to waive all rights of subrogation against the County, the County Council, its officers, employees and volunteers from losses arising from work performed by the contractor for the County.

(O) All Risk Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies and contents required to perform the services called for in the Contract. The coverage must be for full replacement cost. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies and contents.

(P) The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim. Any loss run information available from the Contractor or their insurer will be made available to the County upon their request.

(Q) Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.

(S) The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970 and any other laws that may apply to this; contract.

(T) The Contractor shall at a minimum apply risk management practices accepted by the contractor's industry.



COLLETON COUNTY  
SOUTH CAROLINA

**FMD-09**

**BID FORM 1**

(PLEASE PRINT ALL INFORMATION)

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_  
(please print)

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**



**FMD-09  
BID FORM 2**

**The total bid price should include all applicable sales tax**

**One (1) Sheriff's Office 2017 Chevrolet PPV Tahoe**

Equipment and Labor \_\_\_\_\_

**One (1) (Sheriff) Chevrolet 2500 HD pick-up**

Equipment and Labor \_\_\_\_\_

**One (1) Fire Rescue 2017 Chevrolet PPV Tahoe 4X4**

Equipment and Labor \_\_\_\_\_

Individual installation pricing for Special Items

The pricing below will be used when an individual unit only requires the item below or when the item is not requested in a unit related to the pricing above.

**Radar Unit – Labor** \_\_\_\_\_

**Camera System – Labor** \_\_\_\_\_

**Radio - Labor** \_\_\_\_\_

**E-ticket System – Labor** \_\_\_\_\_

Provide Technician name and EVT certification number \_\_\_\_\_

\_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**



COLLETON COUNTY  
SOUTH CAROLINA

**FMD-09  
REFERENCES**

The vendor must list three (3) references for similar installation services

1. Organization: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

2. Organization: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

3. Organization: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**





**FMD-09**  
**ADDENDA ACKNOWLEDGMENT**

The vendor has examined and carefully studied the Request for Bids and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. \_\_\_\_\_

Addendum No \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title (Print)

**Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements or pricing.**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**



**FMD-09  
INDEMNIFICATION**

The Bidder / Proposer will indemnify and hold harmless the Owner, Colleton County and their agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from the performance of the Work provided that any such claims, damages, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting there from, and is caused by any negligent or willful act or omission of the Bidder / Proposer, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, Colleton County or any of their agents and / or employees by an employee of the Bidder / Proposer, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Bidder / Proposer under the Worker’s Compensation Acts, Disability Benefit Acts, or other employee benefit acts. The obligation of the Bidder / Proposer under this paragraph shall not extend to the liability of Colleton County or its agents and / or employees arising out of the reports, surveys, Change Orders, designs or Technical Specifications.

BIDDER/PROPOSER: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_



**FMD-09  
CERTIFICATE OF FAMILIARITY**

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, Offeror or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

**MAILING ADDRESS**

\_\_\_\_\_   
Mailing Address

\_\_\_\_\_   
Printed Name

\_\_\_\_\_   
City, State, Zip

\_\_\_\_\_   
Title

\_\_\_\_\_   
Date

\_\_\_\_\_   
Phone number/Fax number

**REMITTANCE ADDRESS**

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

\_\_\_\_\_   
Authorized Signature

\_\_\_\_\_   
Address

\_\_\_\_\_   
Email Address

\_\_\_\_\_   
City, State, Zip

\_\_\_\_\_   
Phone Number

\_\_\_\_\_   
Federal Tax ID Number

\_\_\_\_\_   
SC Sales Tax Number

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**



**FMD-09**  
**MINORITY BUSINESS CERTIFICATE**

Are you a minority business?

▶ **Yes** \_\_\_\_ (Women-owner \_\_\_\_/ \_\_\_\_ Disadvantaged) If yes, please submit a copy of your certificate with your response.

▶ **No** \_\_\_\_

**MAILING ADDRESS**

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number/Fax Number

**REMITTANCE ADDRESS**

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
SC Sales Tax Number

**PLEASE COMPLETE AND SUBMIT AS A PART OF YOUR BID IF YOU ARE A MINORITY BUSINESS**



COLLETON COUNTY  
SOUTH CAROLINA

**FMD-09  
DEBARMENT**

The vendor is certifying that they are not currently debarred from responding to any request for qualifications by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting qualifications on contracts by any agency or subdivision of the State of South Carolina or the United States Federal Government.

SAM's No. \_\_\_\_\_

Cage Code. \_\_\_\_\_

DUN's No. \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative/Title (Print)

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**