


Bid Submittal Form

<p><b>COLLETON COUNTY, SOUTH CAROLINA</b>, a body politic and corporate and a political subdivision of the State of SC</p>	<p>MAIL TO: Finance-Purchasing ATTN: Stacy Langdale PO Box 157 Walterboro, SC 29488</p>	
<p><b>SEALED BEST VALUE BID</b></p>	<p>HAND CARRY TO: Purchasing Office, Room 208A Harrelson Building, 31 Klein Street Walterboro, South Carolina 29488</p>	
<p><b>Bids will be accepted until 2:00 PM, Tuesday, October 13, 2009</b></p>	<p>TELEPHONE NO. (843) 549-5716</p>	
<p>Then Publicly Opened in Room 208</p>	<p>BID NUMBER: <b>CPF-010 / 2010 Pick-up Truck, 4x4, ¾ Ton. Crew Cab (4 door)</b></p>	

VENDOR NAME: \_\_\_\_\_

VENDOR ADDRESS: \_\_\_\_\_

CITY-STATE-ZIP: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

(If different from above) \_\_\_\_\_

TELEPHONE NO.(\_\_\_\_\_) \_\_\_\_\_ FAX NO.(\_\_\_\_\_) \_\_\_\_\_

FEDERAL ID NO. \_\_\_\_\_ E-MAIL \_\_\_\_\_

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid 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 of this bid and verify that I am authorized to sign this bid for the proposer. I further state that the company affiliated with this bid currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

Proposer acknowledges receipt of the following addendum:

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

## INSTRUCTIONS TO OFFERERS

1. **Submit one (1) clearly identified original and three (3) exact duplicates of the Bid and a completed W-9 form in a sealed envelope with the bid number, agency name, as well as the time and date for opening prominently marked on the outside.**
2. Bids must be submitted to or at the time, date and exact location specified to be considered. No late bids, telegraphic, telephonic, or electronic bids will be accepted.
3. Bids must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid.
4. All information requested of the offerer must be entered in the appropriate space on the original forms. Failure to do so may be grounds for disqualification.
5. All information must be entered in ink or typewritten. Mistakes may be crossed out and corrected prior to submission, if initialed by the person signing the bid.
6. Corrections and/or modifications received after the closing time specified will not be accepted.
7. Time of delivery, defined as the number of calendar days between receipt of the order by the offerer and the receipt of goods or services by Colleton County, may be considered as one factor in determining the award.
8. Prices will be considered net if no discount is shown.
9. Colleton County reserves the right to award proposals received on the basis of individual items, groups of items, or the entire list of items; to reject any and all proposals; and to waive any technicalities.
10. In order for a bid to be considered complete, vendors must be able to supply all items in the bid package. In addition, unit prices must be specified for all bid items and all requested information in the bid package must be completed and returned in its entirety to constitute a complete bid.
11. **Prohibition of Gratuities:** It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore.
12. **Addendum to Bid:** If it becomes necessary to revise any part of this invitation to bid, an addendum will be provided in writing to all vendors receiving this solicitation. All amendments issued by Colleton County must be acknowledged in writing by vendor. In addition, all addenda will be posted to the Colleton County website at [www.colletoncounty.org](http://www.colletoncounty.org) under "Online Bids." It is the responsibility of the Vendor to check the website for addenda up to the time of the bid opening.

## GENERAL CONDITIONS

1. Colleton County reserves the right to award bids received on the basis of individual items, groups of items, or the entire list of items; to reject any and all bids; and to waive any technicalities.
2. Unit prices will govern over extended prices.
3. In case of tie bids, price and quality being equal, preference will be given to Colleton County vendors. In every case, Colleton County reserves the right to make awards deemed to be in the best interest of the County.
4. The Evaluation of the bids and the determination as the equality of the product offered is the responsibility of Colleton County, and will be based on information furnished by the offerer in the bid.
5. Unless otherwise indicated in the bid notice, prices must be firm, and remain in effect for ninety (90) days. Ambiguous bids which are uncertain as to fees, delivery, or compliance with specifications may be rejected or disregarded.
6. Brand names and numbers, when used, are for reference only to indicate character or quality desired and do not indicate a preference.
7. Equal items will be considered; equal items must state the brand name or quality; and Colleton County's determination of what constitutes equality will be final and conclusive.
8. When brand name, number, or level of quality is not stated by the offerer, it is understood that the offer is exactly as specified.
9. Sales, use, or excise taxes must not be included as any part of the bid price. These taxes, as well as any handling and shipping charges, **must be shown as separate items**. Shipping charges will be considered as a factor in determining awards.
10. Samples of any articles deemed necessary must be furnished free of any cost to Colleton County. These samples may be retained for future comparisons. Any samples not destroyed by testing or not retained for comparisons will be returned to the offerer at the offerer's expense upon request.
11. The successful offerer must indemnify and hold harmless Colleton County, its officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trade mark, or copyright.
12. In case of default by contractor, Colleton County reserves the right to purchase any or all items in default in open market, charging the contractor with any excess costs. Periods of performance may be extended if the facts as to the cause of delay are justified in the opinion of the proper Colleton County officials.
21. Failure to Perform: If, during the term of this contract, the vendor should refuse or otherwise fail to perform any of its obligations under the contract, the County reserves the right to: 1) Obtain the goods or services from another vendor; and/or 2) Terminate the contract; and/or 3) Suspend the vendor from bidding for a period of up to 24 months. If the County exercises this right, the County shall not be responsible for any portions of this contract, nor shall the County be responsible for any pro-rata billings, partial work completed, parts ordered, supplies, or any other vendor related costs related to the cancellation of the contract.
23. Every effort has been made to insure that all information needed by the Vendor is included herein. If the Vendor finds it cannot complete a bid without additional information, it may submit written questions to Stacy Langdale, Purchasing Manager at the addresses listed on the Bid Submittal Form or via e-mail at [slangdale@colletoncounty.org](mailto:slangdale@colletoncounty.org) . All questions and written replies will be distributed to all Vendors and will become a part of the solicitation. **Questions must be submitted in writing and received eight (8) days before the time of bid opening.**

## GENERAL PROVISIONS

1. **ORDER OF PRECEDENCE:** In the event of inconsistency between the provisions of this solicitation, the inconsistency must be resolved by giving precedence in the following order: (A) Colleton County Ordinance Number 2000-0-21 as amended, (B) The bidding schedule and instructions to offerers, (C) General conditions, (D) General provisions, (E) Other provisions of the contract whether incorporated by reference or otherwise, and (F) the Specifications.
2. **S.C. LAW CLAUSE:** Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offerer from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the offerer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
3. **EXCUSABLE DELAY:** The contractor will not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. 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 contractor. If the failure to perform is caused by the fault of a subcontractor, and if such default arises out of control of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
4. **AWARD CRITERIA:** Award will be made to the lowest responsible offerer who submits a responsive bid that Colleton County considers to be most advantageous to its own interests.
5. **SPECIFICATIONS:** Any deviation from specifications in the bid solicitation must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful offerer will be held responsible therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this bid must be new and suitable for storage or shipment, and that prices include standard commercial packaging.
6. **RESPONSIBILITY:** The offerer must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in the invitation to bid, but which is not specifically designated as an Colleton County responsibility, is a responsibility of the Contractor's operation, and the offerer must include these in the response to this invitation to bid accordingly.
7. **INSURANCE:** Upon award of the contract or Purchase Order under this bid the contractor must maintain, throughout the performance of its obligations a policy or policies of **Worker's Compensation** insurance with such limits as may be required by law. In the event that the contractor has fewer than 3 employees and is not required by law to have Worker's Compensation insurance, a "Statement of Independent Contractor" form must be completed prior to starting work. Contractor must also maintain a policy or polices of **general liability** insurance insuring against liability for injury to, and death of, persons, and damage to, and destruction of, property arising out of, or based upon, any act or omission of the contractor or any of its subcontractors of their respective officers, directors, employees or agents. Such general liability insurance must have limits sufficient to cover any loss or potential loss resulting from this contract. **A copy of the Certificate of Insurance should be included with the bid.** Prior to commencing work hereunder, Offeror, at his expense, shall furnish insurance certificate showing the certificate holder as Colleton County, PO Box 157, Walterboro, SC 29488, Attention: County Purchasing and with a special notation naming Colleton County as an additional insured on the liability coverage.
8. **AUDIT:** Contractor's records which pertain to this Contract must be open for inspection and/or audit by the County upon request for a period of five years after each contract year. For audit purposes, the County must verify that the material cost billed as a result of the contract are correct. Contractor must provide the County, upon its request, documentation of material purchase costs (e.g. copy of invoice from its supplier), and rental equipment is being invoiced properly.

**BID PROCEDURES MUST COMPLY WITH THE PROVISIONS OF SC LAW AND REVISED PURCHASING ORDINANCE NUMBER 2000-0-21 AS AMENDED.**

## PROJECT SPECIFICATIONS

### 2010 Pick-up Truck, 4x4, ¾ Ton. Crew Cab (4 door)

**Equipment:** The ¾ ton 4x4 pick-up shall be equipped with all standard equipment as specified by the manufacturer for this model, and shall comply with all EPA emission standards and all motor vehicle safety standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles.

Capacity:	GVWR shall not be less than 9,000 Lbs
Wheelbase:	Not less than 120"
Engine:	V-8 Diesel, not less than 6.4 liters and a minimum of 350 HP
Transmission:	Automatic Transmission. No less than 5 speeds with HD auxiliary cooler.
Rear axle:	Largest available for the model bid
Rear bumper:	Standard factory, Chrome
Body:	Crew Cab with rear seating, fleet side, smooth side type, steel, double wall construction with hinged tailgate, bed length shall be standard 6'3".
Tires & Rims:	Five (5) manufacturers standard tires based on payload and Capacity. (Full size spare), Tire size shall be minimum 265/75R17 all terrain. Rims shall be steel. The spare tire rim shall be steel.
Running lights:	For law enforcement capabilities this vehicle shall come with running lights that can be deactivated.
Color:	The exterior will be determined at order. The interior color will be selected before an order is placed.

The following equipment shall be provided on the vehicle. All of the following shall be factory installed unless specified. Please make notes to the non-factory installed exception on a separate page and submit with the bid.

1. Dual low mount mirrors, minimum 8" x 5" swing away type with (RH convex).
2. Minimum 540 CCA batteries.
3. Air conditioning with tinted glass.
4. Minimum 100 amp alternator.
5. Gauges (voltmeter, oil pressure, coolant temperature) .
6. HD Front Stabilizer bar.
7. Tow package. (See separate specifications for the tow package)
8. Minimum 25-gallon fuel capacity.
9. Electric winch. (See separate specification for winch).
10. Winch mounting system (See separate specification for mounting system)
11. Dome and cargo lights.
12. 40/20/40 cloth front seats. Rear cloth seat, any folding configuration will be accepted for the rear seat.
13. Front drive automatic locking hubs.
14. AM/FM/single CD radio.
15. Skid plate for the transfer case.
16. Skid plate for the fuel tank.
17. Rear axle –locking or limited slip.
18. HD rubber or vinyl floor covering.
19. Halogen Headlights.
20. Intermittent wipers.
21. Switch operated Dome light above the windshield. (This is not the OEM light. See separate specification for Dome light).
21. Power windows.

22. Power locks.
23. Cruise control.
24. Running Boards, entry/egress
25. Electric shift on the fly 4x4.
26. Spay in bed liner to include the tailgate.
27. Electric brake controller.
28. Aluminum tread plate deep pan single lid toolbox, mounted in the bed of the truck.
29. A total of four (4) keys shall be provided.
30. Heavy-duty mud and snow type floor mats for the front and rear of the vehicle.
31. One set of vehicle shop repair manual(s), specific to the vehicle being bid.

## VEHICLE APPENDIX

- **Winch:** Warn Electric 12000lb Winch.(Warn Winch part # 17801-12V) Front mounted 12,000 lb with roller fair lead and 125' of cable. System shall also come with a winch kit containing gloves, shackle, block, chain and remote control cable. (Warn Winch part # 25300) The unit shall also come with a protective cover designed specifically for this model. (Warn Winch part # 13918) The remote shall be capable of being used while the operator sits in the driver's seat of the vehicle. **Wiring:** All wiring for the winch system shall be of the proper size as designated by the Warn Winch Company. All wiring shall be covered in wire loom. All wiring shall follow the standard color codes such as red for power and black for ground. Proper installation of the wiring to minimize chaffing shall be adhered to. Final connections to the vehicle battery shall be made so as not to hamper the removal of the battery.
- **Tow Package:** Factory installed system capable of meeting or exceeding the maximum rated towing capacity of the vehicle. The wiring system shall consist of all components necessary to make connections to both a 4 way and 7 way wiring harness. Tow package shall also consist of a Tri bar, draw bar with 1 7/8", 2" and 2 5/16' balls,. Shall also include, pin/clip to hold the draw bar in the hitch.
- **Brush Guard:** Warn Winch Trans4mer system. The unit shall be capable of carrying the specified Warn Winch. The system shall also come with grill guards, winch mounting bracket, and brush guards that wrap around to the front fenders. All metal shall be powder coated black.
- **Dome Light:** A minimum 6" clear dome light shall be installed on the ceiling of the vehicle. This light shall work independently of the vehicles lighting electrical system. The light shall have an on/off switch mounted on the side of the light assembly. All wiring for this light shall be concealed under the headliner. The power supply of this light shall come from the fuse panel and be protected with the proper size fuse for the light assembly. The fuse shall be located in the interior fuse compartment. The location of the light shall be in the centerline of the vehicle mounted as far forward as possible. All wiring shall be protected with wire loom.

## **FACTORS TO BE CONSIDERED IN AWARD OF PROJECT**

The following factors will be used in evaluating the bids. They are listed in descending order, with the most weight given to the first and the least weight to the last.

- Overall vehicle cost **60 pts**
- Compatibility with the current fleet of vehicles in Colleton County. **15 pts**
- Ability to meet the specifications **10 pts**
- Closeness of a manufacturer's service center. **5 pts**
- Longevity of the model being proposed. (how long on the market) **5 pts**
- All standard options. **5 pts**

The County will negotiate a Contract with the most responsive and highest qualified Vendor at a compensation which is considered to be fair and reasonable to the County. In making this decision, the County shall take into account the established value, the scope, the complexity, and the professional nature of the services to be rendered. Should the County be unable to negotiate a satisfactory contract with the Vendor considered being most responsive and qualified, negotiations with that Vendor shall be formally terminated. Negotiations will then proceed with the remaining ranked Vendors in the same manner until an agreement is reached.

This solicitation does not commit the County to award a contract, to pay any costs incurred in the preparation of qualifications and proposals submitted, or to procure or contract for the goods or services. The County reserves the right to accept or reject any, all, or any part of offers received as a result of this request, to negotiate with all qualified Vendors, or to cancel in part or in its entirety this Best Value Bid if it is in the best interest of the County.

## **PROJECTED SCHEDULE**

Deadline for Questions	October 5, 2009
Bid Due Date	October 13, 2009
Evaluation Committee Short List Meeting	October 16, 2009
Award by County Council	November 3, 2009

**CONSULTANT EVALUATION FORM  
COLLETON COUNTY, SOUTH CAROLINA**

<b>PROJECT DESCRIPTION</b>  2010 Pickup Truck, 4x4, ¾ Ton. Crew Cab (4 door)	<b>DATE</b>
<b>PROPOSING FIRM</b>	<b>PROJECT NO:</b>  CPF-010

Evaluation Criteria	Value	Assigned Value	Weight Factor	Score
<b>I. Overall Vehicle Cost</b>	1-5		60%	=
<b>II. Compatibility with Current Fleet of Vehicles in Colleton County</b>	1-5		15%	=
<b>III. Ability to Meet Bid Specifications</b>	1-5		10%	=
<b>IV. Closeness of a Manufacturer’s Service Center</b>	1-5		5%	=
<b>V. Longevity of the Model Being Proposed</b>	1-5		5%	=
<b>VI. All Standard Options</b>	1-5		5%	=

**REMARKS:** The value assigned is judged on a scale of 1 through 5, with 5 being the highest possible value.

**TOTAL SCORE** \_\_\_\_\_

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Evaluation Committee Member Signature

**BID BREAKDOWN SHEET**  
**CPF-010**  
**2010 Pick-up Truck, 4x4, ¾ Ton Crew Cab**

Please provide the following information:

Total Vehicle \_\_\_\_\_

Sales & Use Tax                        **\$ 300.00**    

5 year 100,000 mile  
Powertrain Warranty \_\_\_\_\_

Additional Charges                    \_\_\_\_\_ Description \_\_\_\_\_

**TOTAL BID**                    \$ \_\_\_\_\_

2010 Pick-up Truck, 4x4, ¾ Ton Crew Cab

The dealer shall provide a full specification list of the vehicle being bid. Such documentation shall accompany the bid documents at the time of the bid openings. No exceptions.

No vehicles will be accepted with dealer decals installed on the vehicle.

Vehicle(s) shall be delivered to Colleton County Fleet Management, 113 Mable T. Willis Blvd, Walterboro, SC 29488. All paper work and processing will take place at this location.

**VENDOR NAME:** \_\_\_\_\_

**VENDOR SIGNATURE:** \_\_\_\_\_

**Date:** \_\_\_\_\_