


<b>COLLETON COUNTY, SOUTH CAROLINA</b> , a body politic and corporate and a political subdivision of the State of SC	MAIL TO: Finance-Purchasing ATTN: Stacy Langdale PO Box 157 Walterboro, SC 29488	
<b>SEALED BID</b>	HAND CARRY TO: Purchasing Office, Room 208A Harrelson Building, 31 Klein Street Walterboro, South Carolina 29488	
<b>Bids will be accepted until 11:00 AM, Monday, December 29, 2008</b>	TELEPHONE NO. (843) 549-5716	
Then Publicly Opened in Room 208	<b>BID NUMBER: FMD-05 Installation of Emergency Equipment on 2008 Dodge Chargers</b>	

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

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

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

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

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 offerer. 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.

SIGNATURE \_\_\_\_\_

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

INSTRUCTIONS TO OFFERERS

1. **Submit one (1) clearly identified original and one (1) exact duplicate of the Bid, a completed W-9 form and a Certificate of Insurance for your agency in a sealed envelope with the bid number 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. All bids must be signed by an authorized officer or employee of the offerer.
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.

#### 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.

## 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 policies 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.

## Scope of Work

### Installation of Emergency Equipment and Various Customer-Supplied Items In the Eight (8) Customer-Supplied 2008 Dodge Chargers

Vendors wishing to compete for the installation of the below listed equipment, must comply with the insurance requirements in Appendix "A".

#### (A) SCOPE:

Colleton County will supply eight (8) 2008 Dodge Chargers to have the equipment listed in section #1 permanently mounted and wired to the vehicles.

- 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, and other areas located on the exterior of the vehicles.
- All wiring shall 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 power circuits must use a gauge of wire exceeding the rated capacity of the circuit.
- Strobe/LED cables – All strobe/LED cables shall be continuous with connectors or plugs added between the strobe power supply and the strobe lighthouse. All strobe cables shall be foil wrapped with ground shield. All strobe cables shall have the ground shield securely grounded to the vehicle chassis. No wire nuts, butt splices or soldered joints will be accepted on strobe circuits. Each strobe head will have an individual, three (3) wire, shielded strobe cable, run continuously from the strobe power supply to the connection at the lighthouse. No exceptions.
- Wire Loom – All electrical wires, including strobe/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 grommets 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.
- Location of primary remote power supply to be determined by Fleet Management before installation begins.

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:

- Installation of up to two (2) customer supplied Motorola CM300 single piece radios in console, microphone clip, external speakers, two (2) high gain antennas on roof. Make electrical connections for the radios and run antenna cables to the roof. Cut the antennas to the proper length as specified by Motorola. Radios, microphone clips and external speaker locations will be specified at the time of the install.
- Install one (1) Setina 10S Lexan/Poly Horizontal rear partition with sliding window SET# 10SCharger0
- Install one (1) Setina Lower extension for the rear partition. Setina # SET-LEXTCHARGER.
- Install one (1) Skid Plate Manufactured by Pro Guard Part# PRG-SK56C06H
- Install two (2) rear door window barriers Setina # SET-WINDOW BAR Charger
- Install one (1) 24" center console made by Havashield # HAV-C-VS-2400-CHARGER-1
- Install one (1) padded armrest for the Havashield console. Havashield # HAV-C-ARM-3
- Install two (2) Console Mic clips Havashield # -HAV-C-MC
- Install one (1) three way 12 volt power supply in the console Havashield # HAV-C-LP-3
- Install one (1) push bumper part# GRH-5075
- Install one (1) heavy-duty wrap for the front bumper (pit approved) part# GRH-5075 WHD
- Install one (1) Telescoping computer base Havashield # HAV-C-TCB-7
- Install one (1) Universal lap top platform w/360deg swivel & 85 deg tilt Havashield# HAV-C-3090-4
- Install one (1) Flasher Whelen # WHE-107UF8
- Install eight (8) Liner Led Whelen # WHE-107LR8L
- Install one (1) LED hideaway system WHE-LAW2CC
- Install two (2) Clear hide away 9' cable with built in flasher Whelen# WHE-VTX609C
- Install two (2) Tier 3 sync LED light heads for front grill. Must cut grill!! Whelen# WHE-RSB03ZCR.
- Install two (2) angel brackets for the tier 3 lights. (Not RV series) Whelen# WHE-RBKT1
- Install one (1) Dominator 8 SPR-Led blue beneath the push bumper Whelen# WHE-D808000
- Install two (2) 4" LED fog lights (blue) Whelen # WHE-FEDC06BR
- Install one (1) Super LED police package Fixed Mirror (blue/blue) Whelen# WHE-MBPM05BB
- Install one (1) 5-cell maglight and charger. Mag# MAG-RX2019
- 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 Whelen# WHE-SA315P
- Install one (1) Siren speaker mounting bracket Whelen# WHE-SAK18
- Install one (1) Headlight flasher system. Manufactured by Mopar, Part# MOP-05191127AB
- Install one (1) Customer supplied radar system. (see special instruction)
- Install one (1) Customer supplied Digital camera system. (see special instructions)

**Special Instructions for the radar unit:** One (1) customer supplied radar unit shall be supplied to the installer, Manufactured by Kustom Signals Inc. Model type: Golden Eagle w/dual KA band antennas w/optional eyewitness interface. Radar antennas shall be installed on the driver's side in the front window and in the rear window. Fleet Management 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.

**Special instructions for the digital camera system:** One (1) customer supplied digital camera system shall be supplied to the installer, Manufactured by: L3 Communications, Model type: MVD-FBDVS flashback digital video system assembly, w/flashback rear facing IR cameras and microphone w/cables, crash sensor, battery back-up and Kustom pro 1000/Eagle Eye radar interface flashback. Fleet Management 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)*

**(B) 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.

**(C) VENDOR REQUIREMENTS:**

1. Vendor shall have a minimum of five (5) years engaged in the installation of electrical and emergency warning equipment. Vendor shall be experienced with 2008 or newer models.
2. Vendor's Service Technicians or Installation Technicians must be EVT certified. **NO EXCEPTIONS.**
3. Successful vendor shall provide a certificate of insurance per the requirements listed in Appendix "A".
4. Successful vendor will insure that all hardware and connections do not interfere with the safe operation of any other components on the vehicle.
5. All additional wiring and connections are to be supplied by the vendor.
6. Vendor shall provide a minimum of three (3) references for similar installation experience.
7. Inspection of the first vehicles, wiring and location of installation shall be performed by Colleton County Fleet Management before all panels, seat carpet and such are reinstalled on the unit.

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 "A"). Colleton County shall be able to inspect the progress of the installations at any time during normal business hours.

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## **Appendix "A" - 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**

- (1) 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 shall 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  
ATTN: Purchasing  
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 coverage's 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 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.

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## BID BREAKDOWN SHEET

### FMD-05 Installation of Emergency Equipment for 2008 Dodge Chargers

December 29, 2008 at 11:00AM

Page 1 of 2

Please provide the following information:

Total Equipment \_\_\_\_\_

Total Labor \_\_\_\_\_

Sales & Use Tax \_\_\_\_\_

7% Sales & Use Tax

**TOTAL BID**        \$ \_\_\_\_\_

Installation of Emergency Equipment

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

**Price individually:**

The following equipment may be deducted from the above-mentioned list. Price the following for a deduction from the bid.

	<u>Unit Cost</u>	<u>Labor</u>
• Setina 10S Lexan/Poly Horizontal rear partition with sliding window SET# 10Scharger0	_____	_____
• Setina Lower extension for the rear partition. Setina # SET-LEXTCHARGER	_____	_____
• Push bumper part# GRH-5075	_____	_____
• Heavy-duty wrap for the front bumper (pit approved) part# GRH-5075 WHD	_____	_____
• Telescoping computer base Havashield # HAV-C-TCB-7	_____	_____
• Universal lap top platform w/360deg swivel & 85 deg tilt Havashield# HAV-C-3090-4	_____	_____
• Tier 3 sync LED light heads for front grill. Must cut grill!! Whelen# WHE-RSB03ZCR.	_____	_____
• Angel brackets for the tier 3 lights. (Not RV series) Whelen# WHE-RBKT1	_____	_____
• Dominator 8 SPR-Led blue beneath the push bumper Whelen# WHE-D808000	_____	_____
• Super LED police package Fixed Mirror (blue/blue) Whelen# WHE-MBPM05BB	_____	_____
• Customer supplied radar system.	XXXXXX	_____
• Customer supplied Digital camera system.	XXXXXX	_____

List any time needed to order any of the listed equipment. \_\_\_\_\_

**BID BREAKDOWN SHEET (cont.)**

Page 2 of 2

After an appointment has been made, what is the expected return time of the vehicle? \_\_\_\_\_  
\_\_\_\_\_

Due to a shortage of vehicles, Colleton County Fleet Management plans to have the installs done on the vehicles two (2) at a time.

What is the earliest you could accept the vehicle after award of the bid has been made? \_\_\_\_\_

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

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