


|  |  |   |
|--|--|---|
| COLLETON COUNTY, SOUTH CAROLINA,<br>a body politic and corporate and a political<br>subdivision of the State of SC | MAIL TO: Finance-Purchasing<br>ATTN: Kaye B Syfrett<br>PO Box 157<br>Walterboro, SC 29488                                |  |
| <b>SEALED BID</b>  | HAND CARRY TO:<br>Purchasing Office, Room 208<br>Harrelson Building, 31 Klein Street<br>Walterboro, South Carolina 29488 |   |
|  | TELEPHONE NO. (843) 782-0504   |   |
| <b>Bids will be accepted until 11:00AM,<br/>Wednesday, November 6, 2013</b>  | <b>BID NUMBER: FMD-07 2013 Aluminum Refuse Trailer</b>   |   |

Colleton County, South Carolina (the "**County**") requests bids to purchase one (1) 2013 Aluminum Refuse Trailer 48' long x 102" wide, 105 cubic yard capacity, 15,900 lb. Equipped with live floor and Sidewinder 350 aluminum tarp system.

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. Bids 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 bids 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.

Questions regarding this solicitation must be emailed to **Johnny Stieglitz, Fleet Management Director** at [jstieglitz@colletoncounty.org](mailto:jstieglitz@colletoncounty.org) no later than 11:00 a.m. on Thursday, October 31, 2013. Answers to all questions will be posted on the County website as addendums to this invitation for bid.

## INSTRUCTIONS TO BIDDERS

1. Submittal must include **one (1) original bid** clearly marked as original, and **two (2) complete copies** of the Offeror's bid along with a **completed W-9 form**. Responses must be in a sealed envelope/package, received by fax or other electronic means (e-mail in \*.pdf format). For identification purposes, all envelopes/packages must contain 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 Offeror's sole responsibility to insure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.

4. Offeror 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.

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

## 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. BIDDERS 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 Offerors ability to provide said services.

**3. BID WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Director.

**4. REJECTION:** Colleton County reserves the right to reject any and all bids, 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 bidder 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 Director of Colleton County.

**9. DEFAULT:** In case of default by the Offeror, the County reserves the right to purchase any or all items in default in the open market, charging the Offeror with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Offeror will be considered in future bids until the assessed charge has been satisfied.

**10. 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.

**11. INDEMNIFICATION:** Except for expenses or liabilities arising from the negligence of the County, the Offeror 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: Offeror 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 Offeror, 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 Offeror's employees and any person, directly or indirectly employed by Offeror (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor, or occurring to any member of the public. When the County submits notice, Offeror shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Offeror'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 bidder. Failure to comply with this section may result in your bid to be deemed non-responsive.

**12. FORCE MAJEURE:** The Offeror 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 Offeror. 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 default of a subcontractor, and if such default arises out of causes beyond the control of both the Offeror and subcontractor and without 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.

**13. ARBITRATION:** Under no circumstances and with no exception will Colleton County act as arbitrator between the Offeror and any sub-contractor.

**14. PUBLICITY RELEASES:** Offeror 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 Offeror 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 Offeror 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 Director.

**15. 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.

**16. ASSIGNMENT:** The Offeror shall not assign in whole or in part any agreement resulting from this Request for Bids without the prior written consent of the County.

The Offeror shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.

**17. AFFIRMATIVE ACTION:** The successful Offeror 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.

**18. CONTRACT AWARD:**

**A.** This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Offeror 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 Offeror 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.**

**19. PURCHASING CARD:** By submitting a bid, contractor 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.

**20. CONTRACT ADMINISTRATION:** Questions or problems arising after award of an agreement shall be directed to the Procurement Director by calling (843) 549-5221. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Procurement Office, 31 Klein Street, Room 215, Walterboro, SC 29488.

## **GENERAL CONDITIONS**

**A) Abandonment or Delay:** If the work to be done under this contract shall be abandoned or delayed by the Offeror, 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 Offeror, the County may annul the contract or any part thereof if the Offeror fails to resolve the matter within thirty (30) days of written notice.

**B) Offeror's Cooperation:** The Offeror shall maintain regular communications with the Facilities Director and shall actively cooperate in all matters pertaining to this contract.

**C) Responsibility:** The Offeror 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.

**D) Hold Harmless:** All respondents to this bid 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 bid. The issuance of this bid 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 bid. 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. In the event that this bid 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 bid or otherwise.

**E) Colleton County Procurement Policy:** The Bid is subject to the provisions of the Colleton County Procurement Ordinance and any revisions thereto, which are hereby incorporated into this bid in their entirety except as amended or superseded within.

**F) Failure to Submit All Mandatory Forms:** Failure to submit all the mandatory forms from this Bid package 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 bid as non-responsive.

**G) 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 contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.

**H) Debarment:** By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on any contracts by any agency or subdivision of the State of South Carolina, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency or subdivision of the State of South Carolina.

**I) 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 offeror.

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 offeror 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 bid shall apply.

c. The County shall be obligated to reimburse the Offeror 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 Offeror, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.

**J) Governing Laws:** Any contract resulting from this bid 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.

**K) Bonds:** No Bid Bonds, Payment Bonds or Performance Bonds are required for this bid.

**L) Insurance requirements** – Colleton will require the following remain in force at all times through the life of the contract:

- Professional Liability Insurance – Minimum \$1,000,000.00 Proof of in force insurance must be provided in the response to the RFP
- Other insurances:
- Workers’ Compensation - \$100,000 – each accident
  - Statutory Coverage and Employer’s - \$100,000 each employee
  - Liability - \$500,000 – policy limit
  - Comprehensive General Liability -\$1,000,000 – bodily injury each occurrence
    - \$1,000,000 – bodily injury aggregate
    - \$1,000,000 – property damage each occurrence
    - \$1,000,000 – property damage aggregate
- Products – Completed Operations - \$1,000,000 – aggregate

- Business Auto Liability – Same as Comprehensive General Liability
- Excess or Umbrella Liability - \$1,000,000

Colleton County will be named as an “additional insured” party.

### **Specifications for 2013 Aluminum Refuse Trailer**

Bulk head One piece 165 aluminum sheet, 5454-h34 alloy with 8-112" x 3/8" top band and 4" x 1/2" bottom band inside

Side walls 6" wide extruded aluminum 6061-T6 alloy on 24" centers, fully welded, 18" apart

Top Rail 8" x 6" x 114" boxed extruded aluminum 6061-T6 alloy

Tail Gate Barn door type .165 aluminum sheet thickness 5454-H34 alloy, four panel gate hinged on roadside with five (5) horizontal, extruded aluminum 6061-T6 alloy members (top, bottom, and three intermediate) three (3) heavy duty hinge brackets with grease zerks and 1 1/4" steel hinge pins, three (3) cam steel lock latch system with 3/8" x 5" steel wrap around latches. Latch shall be secured with safety chains. Door shall be secured with safety chains.

Cross bars Bolt in, top mounted 3/16" x 3" x 4" steel tube top bolsters located in the center and rear, flush with the top rail

Bottom Rail Extruded aluminum 6061-T6 alloy with intricate inside diagonal cleaner plates with vertical protection surface bordering moving floor slats

Cross members 4" deep extruded aluminum 6061-t6 alloy "I" beams. Five (5) above king pin plate, with 1/2" web on 9" centers

Rear Wall 14" x 6" x 112 rear wall pan assembly

Longitudinal rails 6" x 7/16" Rails shall be full length

\*\*\*\*\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\*\*\*\*\*

## **Live Floor**

- 48" x 102" rated at 15,900 lbs
- Hydraulic floor assembly, full length, moving extruded aluminum 6061-T6 alloy slats with 14" decking and 14" wear strips on the rear 24" of the slats.
- Each extrusion shall be secured to the drive mechanism with eight (8) minimum 5/16" x 1" grade 8 allen type counter sunk bolts with self locking nuts
- Each extrusion shall be supported by high density polyethylene bearing blocks over each cross member
- Floor cylinders shall have a minimum of a 3 1/2" rod.
- Two hydraulic 1" high pressure hoses with couplers, each 96" long
- All hydraulic lines shall have a 1" minimum diameter
- Live floor slats shall be 3 1/2" wide with 1/2" raised impact strips on each side and the center of each slat. Each slat shall have a single seal edge. The out most slat next to the trailer wall shall have seals on both sides of the slat to protect the side wall from debris. All slats shall be made of 6061 T-6 aluminum alloy.
- The inside of the trailer shall have an internal cleaner plate permanently affixed to the side wall of the trailer. The plate shall have a minimum detention on 5" wide and 10" tall set at a 45 degree angle.
- Unloader/switching valve to be located in the center of the trailer.
- Warning signs shall be installed on the side of the trailer above the switching valve noting the importance of opening the rear door before operating.

## **Lights**

Trailer lights shall meet or exceeded all state of South Carolina and Federal ICC requirements. All lights shall be LED. Lighting system shall have sealed weather proof electrical junction boxes mounted on the sub frame at the rear of the trailer. The trailer shall come equipped prewired with a molded cable from the front junction box at the front of the trailer. Molded cable shall be the proper length to be used on the truck. Molded cable shall come with the 7 way plug wired to the system.

- A midpoint LED turn light shall be installed on the trailer

## **Ladders**

Full height of trailer ladder shall be installed: Ladders to be constructed out of aluminum

- One (1) on the bulkhead, roadside
- One (1) on the center of the tailgate

### **Splash Guards**

Full Rubber splash guards shall be installed across the rear, with aluminum fenders in front of the front tandem.

### **Tarp Hooks**

Cast aluminum tarp hooks to be installed 24" above the bottoms rail. Install one (1) hook every 24"

### **Kingpin**

King pin plate shall be constructed of 3/8" steel (50,000 lb yield) 50" wide x 54" long. The upper coupler assembly shall be constructed of 3"x 6" rectangular steel tubing over the 5th wheel plate with 1" schedule 80 pipe thru the assembly for hydraulic lines and 5" channel stiffeners. Plated to be mounted to full length z-rails with a minimum of twenty (20) 5/8" grade 8 bolts and secured with grade 8 locking nuts.

### **Landing gear**

Two speed landing gear with self leveling skid feet. 62,000 lift capacity. 200,000 lb static capacity. Construct out of heavy duty double z-rail mounting with 3/8" aluminum mounting plate boxed and braced.

### **Sub Frame**

Construct out of steel 14" "I" beam 42" wide with 3?16" cross members for tandem suspension mounting: bolted to full length z-rails with 5?8" grade 8 zinc plated bolts and grade 8 zinc plated self locking nuts.

### **Push bumper**

Construct 9" structural channel steel as an integral part of the sub frame. Attach two (2) tow hooks and an integrated step. (Must comply with the 12" wheels back provision.)

### **Suspension**

Tandem: Hutchens CH-9700 four spring with cast hangers and equalizers. 48,000 lb rated capacity



## **Axles**

Axles to be 5" round steel, 25,000 lb capacity. per axel.

## **Brakes**

Air actuated, 16-1/25" x 7" Q series with Wabco 4S/2M ABS system

## **Hub and Drums**

- Drums: cast high strength
- Hubs ten (10) stud

**Rims** Steel disc 8.24" x 24.5, painted white, and nine (9) total

**Tires** nine (9) 11R 24.5 Radial 16 ply

**Tarp system:** Sidewinder industries, 2951 S.E Dominica Terrace, Stuart Florida 34997.  
PH# 561-286-3350

- Sidewinder 350 aluminum tarp system
- Front and rear arm should be made of 3/16 thick aluminum "I" beam measuring 1 3/4 x 1 3/4
- Electric motor driven actuator system with a mechanical over ride system
- Twin cabled design unit. Unit should be made so as to hold down the non hinged side of the tarp while in transit.
- All hinges to be a minimum of 3/8", all made from steel
- The unit shall be wire independently from the trailer lighting system. The tarp system shall have an independent power supply capable of hooking up to the tractor. Power supply should be of the length so as to wrap it in the same harness as the air supply hoses and not bind.
- The tarp system shall be hinged so as to fold down on the passenger side of the trailer.
- The power/function control switches for the side winder system shall be mounted in a weather proof box on the front of the trailer passenger side of the trailer. The controls should be mounted at the lowest point and at a location so that an individual can properly control the tarp system without leaving the ground. System should be free and clear of service points and any other obstructions.

- All bolts used on the tarp and any that pass thru the trailer body shall be made of stainless steel.
- The tarp system shall be installed on the unit prior to delivery.

### **Warranty**

- One year parts and labor warranty shall be provided on the trailer, walking floor and tarp system.
- Transportation to a repair facility shall be covered in the warranty for the one year period.

### **Delivery**

The completed trailer and tarp system shall be delivered to:  
**113 Mable T. Willis Blvd. Walterboro SC 29488. 843-539-1967.**

Delivery will not be accepted before 8:00am or after 4:00pm Monday thru Thursday, Including all holidays. **NO DELIVERIES ON FRIDAYS.**

The sales rep shall accompany the delivery and operate all system on the trailer before acceptance is made by Colleton County.

All manuals shall accompany the unit.

The unit shall come fully service with all grease zerks and oils levels being serviced before delivery.

**BID BREAKDOWN SHEET**  
**2013 Aluminum Refuse Trailer**

Please provide the following information:

Total Materials/Product      \$ \_\_\_\_\_

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

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

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

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

**COMPANY NAME:** \_\_\_\_\_



**Colleton County Procurement Office**

**Bid: FMD-07**

**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, firm 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.

**MINORITY BUSINESS:** Are you a minority business?

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

▶ **No** \_\_\_

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_/\_\_\_\_\_  
Telephone Number / Fax Number

**REMITTANCE ADDRESS**

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

\_\_\_\_\_  
Authorized Signature (As registered with the IRS)

\_\_\_\_\_  
Address

\_\_\_\_\_  
E-Mail Address

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

\_\_\_\_\_  
Fax Number

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

\_\_\_\_\_  
Toll Free Number

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

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