

**THIS IS NOT AN ORDER**


**\*ONE VENDOR ORIGINAL & ONE VENDOR COPY TO BE SUBMITTED BY EACH BIDDER**

\*VENDOR ORIGINAL

\*VENDOR COPY

Page 1 of 32 Pages

Dates Advertised:

 <p style="text-align: center;"><b>INVITATION FOR BID (IFB)</b></p>	FORMAL SEALED BID (X)      REQUEST FOR QUOTE ( )
	BIDS SHOULD BE MAILED TO:      Purchasing Department Beaufort County P.O. Drawer 1228 Beaufort, SC 29901-1228  Phone: (843) 470-2735  HAND DELIVERED AND/OR      Purchasing Department EXPRESS MAIL BIDS TO:      Beaufort Industrial Village 102 Industrial Village, Bldg. 2 Beaufort, SC 29906-4291 (FAX BID NOT ACCEPTED)
*BIDS WILL BE RECEIVED UNTIL 3:00 P.M. ON:  <p style="text-align: center;"><b>February 12, 2009</b></p>	Bid No. (No., Date, Time of Opening and State License Numbers to be shown on Envelope)  <p style="text-align: center;"><b>IFB # 1760/090238</b></p>
LOCAL TIME-THEN PUBLICLY OPENED IF SEALED BID	
<b>BID TITLE: Zero Swing Hydraulic Excavator for Beaufort County Public Works Storm Water Department</b>	
PREBID CONFERENCE: January 29, 2009 at 10:00AM at the BIV # 2 Conference Room, 102 Industrial Village Road, Building # 2, Beaufort, SC 29906.	
David L. Thomas, CPPO Purchasing Director	Mailing Date      FAX QUESTIONS TO: David Thomas – (843) 470-2738 At least 10 days before bid opening.
VENDOR NAME	REASON FOR NO BID
VENDOR MAILING ADDRESS	Amend Number(s) Received:
CITY-STATE-ZIP-CODE	S.C. TAX NO.
Telephone Number (    )	FEDERAL I.D. OR SOCIAL SECURITY NO.
Toll-Free Number (    )	
Fax Number (    )	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or 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 certify that I am authorized to sign this bid for the bidder.	AUTHORIZED SIGNATURE (MANUAL)
	AUTHORIZED SIGNATURE (TYPE/TITLE)
Bid Security is attached (is required) in the amount of: 5 % of Bid if over \$30,000.00.	

IF A SUMMARY OF BIDS IS DESIRED, ENCLOSE A SELF-ADDRESSED STAMPED

BID ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within \_\_\_ days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within \_\_\_ days after receipt of order with transportation cost included and prepaid. Unless otherwise stated and accepted herein, I agree to complete this proposed contract in less than sixty (60) days after issue date of purchase order.

**DISCOUNTS**

**Discount will be allowed as follows: Thirty (30) calendar days \_\_\_ per cent.**

**IMPORTANT**

IF YOU CONSIDER THESE SPECIFICATIONS AS RESTRICTIVE,  
SEE GENERAL PROVISIONS, PARAGRAPH #20, DISCREPANCIES.

\* Bids received after the time specified for opening cannot be considered and will be returned to the bidder unopened.

I, the undersigned, certify that this bid does not violate any Federal or State Antitrust Laws.  
Bidders Federal Social Security Identification (E.I.) No. \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(CITY/STATE/ZIP)

BY \_\_\_\_\_ TITLE \_\_\_\_\_  
(Please print)

\_\_\_\_\_  
(Signature – Bids Must Be Signed)

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

FAX #: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

## ZERO SWING HYDRAULIC EXCAVATOR SPECIFICATIONS

**ENGINE AND WEIGHT:** Minimum-operating weight of no more than 36,000 lb. equipped with the following specs. Unit will have a 4 -cycle, water cooled, direct-injection turbocharged engine that meet EPA Tier 3 standards, with a SAE net HP rating of no more than 96. Engine will have all-speeds mechanical governor, direct electric 12 volt starting system. Engine will be equipped with a thermal starting aid for efficient cold weather starting.

**DRIVE TRAIN:** Steering control shall be driven by two levers with pedals fully hydrostatic. Each track shall be powered by an automatic two-speed shift travel motor. Track brakes are multi-disc, spring applied and hydraulically released. The travel motor, break and planetary gears should be well protected within the track frame.

**UNDERCARRIAGE:** The unit shall have excavator-type undercarriage for extended service life. Tracks will be steel. Track frames should be built with sides that slope down to more easily shed mud and dirt from the tracks. Tracks shall be no less than 28 inches wide, capable of being counter-rotated to allow for maximum maneuverability. This unit will be equipped with a blade.

**BOOM, ARM and BUCKET:** The unit shall be capable of 360-degree swing. The excavator boom is to provide clearance over obstacles and equipped with high capacity halogen work lights. This machine shall be equipped with three (3) buckets , one standard heavy duty general purpose bucket, cleanout bucket and a V bucket. These buckets will be readily exchangeable; all pins, teeth, and bushings will be furnished to make them operational. A lift eye shall be installed on the buckets to help facilitate pipe laying and other lifting. A thumb shall also be installed. The buckets will be a minimum of one (1) yard capacity. This unit will not be equipped with a quick change coupling. Maximum digging depth shall be no more than 22 feet.

**OPERATOR'S STATION:** Cab shall be all-weather steel, lockable and isolation mounted to meet all current rops/ fops' standards. Adjustable seat with seat belt, air conditioning, heater, and front windshield wiper. Gauges and indicator lights will be on a monitor panel to alert you of potential problems or emergencies. For optimum ventilation the door, the front window must be storable. All fuel caps; hydraulic tank and windows must be lockable to prevent vandalism. Unit will also be equipped with a vandal protection package. It is preferred for all to be keyed alike. Unit will have a back up alarm, fire extinguisher and a rotating beacon light.

**HYDRAULICS:** The unit will have a closed-center, load sensing system. Steering/ propulsion control by two steering leavers equipped with foot pedals. Unit shall have a joystick- pattern selector valve. Automatic two speed travel, with a cab-mounted switch to select single-or double- acting-auxiliary hydraulic mode

**TRADE IN:** 1999 Komatsu PC128UU1 Asset number 19325

**COLOR:** Yellow No exceptions

**MANUALS:** Two complete sets of operators and parts manuals plus a safety and operational video will be furnished. Three complete sets of keys will be furnished with machine.

**WARRANTY:** Manufacture

**DEMONSTRATION:** The vendor of the excavator, which is seriously considered for award, at the request of the County, shall demonstrate his excavator for a total of three (3) working days to prove out any features, which may be in question.

**DELIVERY:** Machine and all accessories, and manuals will be delivered to the Public Works Department 120 Shanklin Road within \_\_\_\_\_ days from the date that contract was awarded.

### BID SCHEDULE

PRICES INDICATED HEREIN REFLECT STRICT COMPLIANCE WITH TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS OF THIS INVITATION FOR BID, OR WITH EXCEPTION DETAILED IN AN ENCLOSURE APPENDED HERETO.

QTY.	U/M	COMMODITY OR SERVICES	UNIT PRICE	TOTAL PRICE
1	Each	<p><b>Zero Swing Hydraulic Excavator</b></p> <p>Color: Yellow – No Exceptions</p> <p><b>F.O.B. Delivery:</b> Excavator will be delivered to 120 Shanklin Road Beaufort SC. 29906. Number of days for delivery _____</p> <p><b>Less Trade In of 1999 Komatsu PC128UU1 (Asset # 19325)</b></p> <p><b>7% SC Sales Tax</b></p> <p><b>Grand Total</b></p>	<p>\$ _____</p>          	<p>\$ _____</p>          <p>\$ _____</p>          <p>\$ _____</p>

**BID SURETY IS REQUIRED ON BIDS OVER \$30,000.00 IN THE FORM OF A BIDDER'S BOND, CASHIER'S CHECK OR CERTIFIED CHECK IN AN AMOUNT OF 5% OF THE BID AMOUNT, PAYABLE TO THE BEAUFORT COUNTY TREASURER.**

**RESIDENT VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT**

**SECTION 2.537.1**

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than one (1%) percent or Two Thousand Five Hundred (\$2,500.00) Dollars, whichever is less, of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a resident of Beaufort County if such vendor is an individual, partnership, association, or corporation that is authorized to transact business within the state, maintains an office in the county, a business license of Beaufort County or one of the municipalities of Beaufort County, maintains a representative inventory of commodities within the county on which the bid is submitted, and has paid all taxes duly assessed.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the “RESIDENT VENDOR PREFERENCE, SECTION 2.537.1” are met for the purposes of bid document \_\_\_\_\_, dated \_\_\_\_\_.

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

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

Secretary of State Designation: (Corporation, Individual, Partnership, other) \_\_\_\_\_

Beaufort County Business License/Classification: \_\_\_\_\_

Tax Obligation Current:

Signature of Principal/Date: \_\_\_\_\_

Witness/Date: \_\_\_\_\_

Form 2.537.1 \_\_\_\_\_

## **SMALL AND MINORITY BUSINESS PARTICIPATION PROVISIONS**

Beaufort County actively encourages small and minority subcontractor participation in all Beaufort County contracts. Attention of the bidders is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, and subcontracting opportunities.

It is the policy of Beaufort County that small and minority owned business enterprises be given fair opportunity to participate as sources of needed supplies, construction, and other services whenever possible. Bid documents require documentation of a bidder's efforts to recruit small and minority business.

In order to demonstrate compliance, bidders shall submit the following completed documents with the sealed bid submittal clearly marked with the bid number, project name and number and marked "Small and Minority Business Program Participation" with their bid:

1. Signed Non-discrimination statement
2. Proposed schedule of small and minority owned business enterprise participation and;
3. Documentation of Bidder's Recruiting Effort (10 day notice to subcontractors).

Documentation of the bidder's efforts to recruit small and minority owned businesses shall be submitted within the sealed bid document. Efforts must include the following:

- a. Providing all documentation required from this Small and Minority Business Section including completed forms and letters.
- b. Providing evidence that Small and Minority owned businesses are solicited whenever they are potential sources.
- c. Not less than ten (10) calendar days prior to bid submittal, a bidder must provide written notice to small and minority businesses of the bidder's interest in receiving sub-bids on a project.
- d. A bidder's written notice consists of a letter containing the bidder's name; county bid number; description of work available for subcontracting; bidder's contact information; information on availability of plans and specifications; and bidder's policy concerning assistance to subcontractors in obtaining bonds, credit lines and, or insurance.
- e. A copy of the letter sent to small and minority businesses and a list of businesses to which the letter was sent is required to be provided with bid documents along with the fax transmittal confirmation slip for letters sent by fax and copies of metered or stamped envelopes for letters sent by mail.

Each participating bidder is required to take the affirmative steps outlined in subparagraphs a) through e) above.

Failure to submit adequate documentation, or false information, will result in a recommendation that the bidder not be awarded this contract.

The contractor is required to fulfill any small and minority utilization commitments made unless good cause is demonstrated for any failure to fulfill such commitment. Written approval is required for substitution.

The contractor will maintain records and information necessary to document compliance with the Small and Minority Business Program requirements, and Beaufort County shall have the right to inspect such records.

The successful bidder shall maintain compliance records. At the conclusion of the contract the successful bidder will provide a final report of compliance summarizing the compliance efforts and actual results. The final report shall include a written explanation of variances between the proposed schedule of small and minority participation and the final actual participation history.

No bidder shall enter into an agreement with any small and minority firm that would in any way limit the firm's opportunities to sell to, or act as subcontractor for, any other party. Violation of this requirement would be grounds to deem the bidder non-responsive to this bid solicitation.

The following resources are available to aid bidders in complying with this section:

A current list of small and minority firms can be obtained by calling the Beaufort County Purchasing Department at 843-470-2740 or via facsimile 843-470-2738. All opportunities are posted on the County website at [www.bcgov.net](http://www.bcgov.net)

**(Note-Prime Contractor must provide this notice to subcontractors at a minimum (10) days before the Bid opening date!!!!!!!)**

**Example Outline for Bidder's S/MB Written Notice**

☀ No Name Company  
Post Office Box 1234  
Any Town, US  
Telephone: (xxx) 555-1111  
Fax: (xxx) 555-1234

January xx, 2008

Subcontractor Company Name  
Subcontractor Company Address

Dear: (Sub-contractor Company)

No Name Company intends to bid on Beaufort County IFB # xxx-xxxxx and has subcontracting opportunities for \_\_\_\_\_ (describe work) \_\_\_\_\_ sub-contracting on this project. Plans and specifications are available from \_\_\_\_\_, and \_\_\_\_\_. Please contact Mr./Ms. \_\_\_\_\_ at our firm regarding this opportunity. It is the policy of No Name Construction (state policy concerning assistance in obtaining bonds, credit lines, or insurance).

The bid due date is (Date) at 3:00 pm; please have your bid price into this office no later than \_\_\_\_\_.

By signing below, you are acknowledging the notice of this business opportunity.

Sincerely,

\_\_\_\_\_  
Title  
No Name Construction

Subcontractor Acknowledgment

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title  
Sub-contractor Company Name Here

## NON-DISCRIMINATION STATEMENT

The bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to Beaufort County or the performance of any contract resulting there from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Beaufort County to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**PROPOSED SCHEDULE OF S/MB PARTICIPATION**

Name of Bidder/Proposer: \_\_\_\_\_  
 Bid No.: \_\_\_\_\_  
 Project Title: \_\_\_\_\_  
 Total Bid Amount \$ \_\_\_\_\_

Name of S/MB Participant	Address	Type of Work Subcontracted	Subcontract Value	SB or MB Status
			\$	
			\$	
			\$	
			\$	
			\$	

Small Business Participation Value: \_\_\_\_\_ % \$ \_\_\_\_\_  
 Minority Participation Value: \_\_\_\_\_ % \$ \_\_\_\_\_

The undersigned will enter into a formal agreement with the S/MB Subcontractors/Proposers identified herein for work listed in this schedule conditioned upon executing of a contract with Beaufort County Council.

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

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

**Small and Minority Owned Business Program**

**Documentation of Bidder's Recruiting Effort**

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

\_\_\_\_\_  
Bid Date

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Number

The bidder's method of compliance is based upon demonstration of the bidder's effort to recruit small and minority owned businesses and the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the County. Compliance with each item, 1 through 3 below, shall satisfy the recruitment requirements absent proof of fraud, intentional and/or knowing misrepresentation of the facts or intentional discrimination by the bidder.

**This form must be submitted in its entirety with supporting documentation within the bidders sealed envelope by the bid opening date.**

1.) Please list each and every subcontracting and/or supplier opportunity which will be used in completion of this project, regardless of whether it is to be provided by a Small or Minority Business. This section shall list trades, supplies, and/or other sub opportunity for the project, however, not a list of firms.

(Use additional sheets, if necessary)

List of:  
Subcontracting Opportunities

List of:  
Supplier Opportunities

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.) Please indicate subcontract or supplier list categories for which potential S/MB bidders lists were provided? Provide detail of how these S/MB's were solicited.

_____	_____
_____	_____
_____	_____

3.) Please attach the following:

(1) A copy of the letters sent to S/MB and a list of businesses to which the letter was sent is required to be provided along with the fax transmittal confirmation slip for letters sent by fax and copies of metered or stamped envelopes for letters sent by mail. Letters shall comply with the requirements as stated on page 7, Item 3(d).

(2) List by trade of certified Small or MB subcontractors solicited, but not selected, including name, address, telephone number, contact person, date of contact, and outcome of contact, including dollar amount of S/MB quote and selected subcontractor quote.

(3) List of any job-specific criteria that disqualified a certified Small or MB firm that submitted a low bid for a subcontract.

**NOTE: If not using subcontractors, so indicate on the forms**

**EXHIBIT 1**

**S/MB RECRUITING EFFORT DOCUMENTATION (RETURN COPY OF LOG WITH BID SUBMITTAL)**

*\* Attach a copy of dated solicitation letter and/or FAX sent to small and minority businesses.*

- |   |   |                              |
|---|---|------------------------------|
| [A] Date of Contact                         | [E] Trade or Commodity Type                     | [I] Bid Accepted? [ Y or N ] |
| [B] Company Name, City, State, Phone#       | [F] Interest in Bidding? [ Y or N ]             | [J] Reason Not Accepted      |
| [C] Contact Person                          | [G] Plans Needed? [ Y or N ]                    | [K] Date of Follow-up Call   |
| [D] Type of S/MB [Small (S) / Minority (M)] | [H] Bid From Subcontractor Received? [ Y or N ] |                              |

	[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

The undersigned certifies this information is correct

**NOTE: If not using subcontractors, so indicate on the form**

\*Use additional sheets as necessary

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

## **SMALL AND MINORITY BUSINESS PARTICIPATION REPORTING**

Beaufort County actively encourages small and minority subcontractor participation in all Beaufort County contracts. Attention of the bidders is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, and subcontracting opportunities.

It is the policy of Beaufort County that small and minority owned business enterprises be given fair opportunity to participate as sources of needed supplies, construction, and other services whenever possible. Bid documents require documentation of a bidder's efforts to recruit small and minority business and the successful bidder herein further referred to as Contractor, is required to provide performance reporting on a monthly basis.

The contractor is required to fulfill small and minority utilization commitments made unless good cause is demonstrated for any failure to fulfill such commitment. Written approval is required for substitution.

The contractor shall maintain compliance records. At the conclusion of the contract the contractor will provide a final report of compliance summarizing the compliance efforts and actual results.

The final report shall include a written explanation of variances between the proposed schedule of small and minority participation and the final actual participation history.

Prior to final payment, the contractor shall submit a final report on small and minority business participation. The final report shall include the names and addresses of all S/MB firms originally included in the Proposed Schedule of S/MB Participation, type of work subcontracted, original anticipated subcontract value, actual final subcontract value and S/MB status. The final report shall include a written explanation of variances between the proposed plan and actual participation results.

Exhibit S/MB, Final Report of S/MB Participation, is included herein for that purpose. The contractor may, with the prior permission of the County Purchasing Director, submit an alternate reporting form provided that all of the required information is included in the alternate form.

**Exhibit S/MB**  
**FINAL REPORT OF S/MB PARTICIPATION**

Name of Contractor: \_\_\_\_\_

Contact Name/Number: \_\_\_\_\_

Total Contract Amount: \$ \_\_\_\_\_

Pay Application Number: \_\_\_\_\_ Amount: \_\_\_\_\_

Name of S/MB Participant	Address	Type of Work Subcontracted	Subcontract Amount Paid This Application	SB or MB Status
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

Small Business Participation Value This Application: \_\_\_\_\_ %  
 \$ \_\_\_\_\_

Minority Participation Value This Application: \_\_\_\_\_ %  
 \$ \_\_\_\_\_

The undersigned certifies this information as correct:

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

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

**DEVIATIONS FROM TERMS, CONDITIONS, PROVISIONS, SPECIFICATIONS,  
AND ENCLOSED CONTRACT**

**If you do not have any deviations, write "NONE."**

IFB #: \_\_\_\_\_

<u>PAGE #</u>	<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>EXPLAIN DIFFERENCES BELOW</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I agree to abide by all the terms, conditions, provisions, and specifications of this bid; except those as listed above.

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date



## REFERENCES

Each bidder shall furnish all information requested below. Bids shall be received from qualified contractors.

Years in business: \_\_\_\_\_

Please list at least five (5) customer references.

<u>Company</u>	<u>Address</u>	<u>Contact</u>	<u>Phone Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## Bidder Checklist:

- 1.0 Please ensure you sign, complete, and return one original and one bid copy of all the Beaufort County Bid Forms
- 2.0 If the Bid or RFP requires a bid bond, you must include this with your bid package or your bid will be rejected and returned to the bidder.
- 3.0 Vendor's may call or email the Beaufort County Purchasing department if you have any questions by calling 843-470-2739 or email [dthomas@bcgov.net](mailto:dthomas@bcgov.net).
- 4.0 Small and Minor Business participation provisions:
  - 4.1 Beaufort County actively encourages small and minority supplier and subcontractor participation in all Beaufort County contracts.
  - 4.2 It is the policy of Beaufort County and required by local ordinance, that small and minority owned business are given fair opportunity to supply general contractors with material supplies and subcontracts.
  - 4.3 Bidders must demonstrate compliance with the Small and Minority Business Participation Provisions.
  - 4.4 Failure to submit adequate documentation, or false information, will result in a recommendation that the bidder not be awarded this contract.
  - 4.5 In order to demonstrate compliance, bidders shall submit the following completed documents with the sealed bid.
    - Non-discrimination statement on **page 10**.
    - Proposed schedule of small and minority owned business enterprise participation **page 11**.
    - Documentation of Bidder's efforts to recruit small and minority owned business from a list maintained by the County Purchasing Department Starts on **page 12**.
  - 4.6 Documentation of Bidder's efforts must include (letters) the bidder's written notice to small and minority business 10 days before bid opening consisting of the following (Sample letter on **page 9**).
    - (a) A letter containing the bidder's name;
    - (b) Beaufort County bid number;
    - (c) Description of work available for subcontracting;
    - (d) Bidder's contact information;
    - (e) Information on availability of plans and specifications;
    - (f) Bidder's policy concerning assistance to subcontractors in obtaining bonds, credit lines and, or insurance;
    - (g) Evidence that the letters were sent 10-days before bid opening;  
A copy of the letter/envelops and FAX transmittals sent to small and minority businesses (If you choose to contact minority companies by fax all faxes must be confirmed and the confirming fax should be included in your documentation").
    - (h) A list of businesses to which the letter was sent is required to be provided with bid documents.
    - (i) Submit copies of subcontractors certification certificates if with bid, a list of subcontracting/supplier opportunities (applicable with bid package)
    - (j) Must submit list of subcontractor/supplier opportunities from **page 12**.
    - (k) Complete and submit with bid the log sheet (Exhibit 1) on **page 14**.

- 5.0 A current list of small and minority firms will be available by calling 843-470-2737.
- 6.0 All business opportunities are posted on the County website at [www.bcgov.net](http://www.bcgov.net). Click on local business opportunities link at the bottom right of the web page. Addendums will be posted at this webpage as well.

PAGES 1 THROUGH 21  
TO BE RETURNED  
IN YOUR SEALED  
BID PACKAGE.  
OTHER PAGES  
SHALL REMAIN  
PART OF  
THE BID BY  
REFERENCE,  
AND IT  
**IS NOT** NECESSARY  
TO RETURN THESE.

## BEAUFORT COUNTY STANDARD CONDITIONS/PROVISIONS

### CORRECTION OF ERRORS ON THIS BID FORM

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified for opening.

### AMENDMENTS.

All amendments to and interpretations of this solicitation shall be in writing. The County shall not be legally bound by an amendment or interpretation that is not in writing.

### ADDITIONAL INFORMATION.

Bidders requiring additional information may submit their question(s) in writing to the Purchasing Department. Answers to questions received that would change and/or clarify this solicitation will provided in writing to all firms that have received the original Invitation for Bid.

### DISCUSSIONS/NEGOTIATIONS.

By submission of a bid, vendor agrees that during the period following issuance of a bid and prior to final award of contract, vendor shall not discuss this procurement with any party, except members of the Purchasing Department or other parties designated in this solicitation. Vendor shall not attempt to discuss with or attempt to negotiate with the using Department any aspects of the procurement, without prior approval of the Buyer responsible for the procurement.

### INSTRUCTIONS TO BIDDERS

1. One clearly marked original and one copy of each bid must be submitted on the forms furnished by the Purchasing Department.
2. Bids, amendments thereto, or withdrawal requests received after the time advertised for bid opening will be void, regardless of when they were mailed.
3. Quote prices on units specified, with packing included.
4. Attach complete specifications for any permitted substitutions offered.
5. If specifications or descriptive papers are submitted with bids, enter bidder's name thereon.
6. If the article bid upon has a trade name or brand, show same in the bid with model number.
7. Sample, when required, must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this bid notice.
8. Show delivery time required after order is received, in appropriate space provided on bid forms.
9. Bids must be submitted in a sealed envelope/container showing the bid number, opening date, title and appropriate license number(s) on the outside of the

envelope/container. BEAUFORT COUNTY ASSUMES NO RESPONSIBILITY FOR UNMARKED ENVELOPES BEING CONSIDERED FOR AWARD.

10. The commodities and/or services must be furnished as described and specified, delivered f.o.b. destination freight prepaid. The term f.o.b. destination shall mean delivered, removed from crate, and placed inside of building, when applicable. County buildings do not have loading docks.
11. Bidders to visibly mark as "Confidential" each part of their bid that they consider to be proprietary information.
12. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may be determined invalid.

## CONDITIONS

1. All bids must be submitted on the forms furnished. Number of Amendments received, if any, must be shown on page #1 of the Invitation for Bid. Altered or incomplete Bid Invitations, or use of substitute forms may render the bid non-responsive.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Payment in connection with discount offered will be computed from the time of inspection/or acceptance.
4. In case of default by Contractor, the County reserves the right to purchase any or all items in default in open market, charging Contractor with any additional costs. SHOULD EACH CHARGE BE ASSESSED, NO SUBSEQUENT BIDS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated and operate satisfactory on the County's existing equipment (as applicable). Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.
6. Tie bids will be resolved, as outlined in the County's Procurement Ordinance.
7. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
8. Unless otherwise indicated in the bid notice, prices must be firm.
9. The successful bidder shall indemnify and save harmless Beaufort County and all County Officers, agents, and employees from all suits or claims of any character brought by reason of infringing on any patent trademark or copyright.
10. Beaufort County, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the using agency.
11. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded.
12. Any contract entered into by the County or its departments, institutions, agencies, political subdivisions, or other entities resulting from this bid notice shall be subject to cancellation without penalty, at the end of any fiscal or appropriated year, unless otherwise provided by law.

13. Request for quotes must be received by the Purchasing Department by the date and time designated, but will not be publicly opened. **Formal sealed bids shall be publicly opened.**
14. All taxes on any items that the County may be required to pay must be shown separately, not included in the bid price.

## GENERAL PROVISIONS

1. **PROHIBITIONS 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 program requirement or 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 proposal therefore.
  - 1.1 **Kickbacks:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor under a contract to the prime contractor, or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor order.
2. **ORDER OF PRECEDENCE:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (A) The Bidding Schedule, (B) General Provisions, (C) Instructions to Bidders, and Conditions, (D) Other Provisions of the Contract, whether incorporated by reference or otherwise, and (E) The Specifications.
3. **COMPETITION:** There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government Contract price without any liability, because the County is exempt from the provisions of the Robinson-Patman Act and other related laws.
4. **TERMINATION:** Subject to the Provisions below, the contract may be terminated by the Purchasing Department.
  - 4.1 **Termination for Convenience:** The County may, without cause, terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or

failure of Contractor to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any damages, delay damages, or indirect costs which may arise from County's election to terminate this contract in whole or in part for its convenience.

- 4.2 Termination for Cause: Termination by the County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions. Termination costs, if any, shall not apply. The ten (10) days advance notice requirement is waived, and the default provision in this bid shall apply. (See Bid Condition 4.)
5. EXCUSABLE DELAY: The Contractor shall 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 default of a subcontractor, and is such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall 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.
6. BID SCHEDULE: Enter the manufacturer, brand, and catalog number bid and prices quoted for each item in the spaces provided on the Bid Schedule sheet. Additional pages may be attached, when applicable, for quantity prices. Quote prices in units of standard pack, pricing each item separately, unless indicated otherwise in bid instructions.
7. BIDDERS QUALIFICATION: Bidders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Purchasing Department reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
8. BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

9. AWARD CRITERIA: Award will be made to the responsible and responsive bidder(s) whose bid is the most economical for the purpose intended, according to the criteria designated in the Invitation for Bid.

9.1 In addition to price, the Bid Evaluation will include the following factors (as they apply):

9.1.1 The quality of performance/workmanship of previous contracts, services, equipment or products; or references which attest to the specific experiences of others.

9.1.2 The timely completion of previous contracts or services or the timely delivery of past orders; or references that attest to the specific experiences of others.

9.1.3 The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.

9.1.4 The County reserves the right to conduct on-site inspections of any bidder's facilities prior to award. The results of said inspection will be considered by the County in determining bidder's capabilities of successfully administering to this contract.

9.1.5 The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.

9.1.6 The resale value, life cycle costing (which includes the cost of maintenance) and value analysis.

9.1.7 The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required.

9.1.8 Delivery of a product and timely completion of a project as stated by vendor in the bid.

9.1.9 Substantial compliance or noncompliance with specifications set forth in the bid as determined by the County.

9.1.10 Product or parts inventory capability as it relates to a particular bid.

9.1.11 Results of product/equipment testing.

9.1.12 Warranty - Terms and Conditions.

9.2 Evaluation: Bids may be made for one lot only, or for as many lots as the bidder can supply. Award will be made by complete lots and may be made to one or more bidders.

9.3 Evaluation of Bids for Multiple Awards: In addition to other factors, bids will be evaluated on the basis of advantages to the County that might result from making more than one award (multiple awards). For the purpose of making this evaluation, administrative costs to the County for issuing and administering each contract awarded under this invitation will be considered, and individual awards will be for the items and combinations of items which result in the lowest aggregate price to the County, including such administrative costs.

- 9.4 Indefinite Delivery: At the discretion of Beaufort County, the contract may be extended for a time period not to exceed 24 months.
10. REJECTION: This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or services. The County reserves the right to waive minor informalities and irregularities, to accept or reject any or all bids received as a result of this request, or to cancel in part in or its entirety this bid, if it is in the best interest of the County to do so. In addition, the County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the County.
- 10.1 Rejection of Lowest Bid: Substantial negative findings from the Bid Evaluation as listed in paragraph 9, Award Criteria, and/or the factors as listed below, may result in the rejection of the lowest bid, if in the best interest of the County of Beaufort.
- 10.1.1 Additional purchase of repair/replacement parts for the low bid item, as opposed to an existing inventory of parts for a higher bid item.
  - 10.1.2 Greater service costs for the low bid item.
  - 10.1.3 Longer service time for the low bid item, which would cause longer down time of the item.
  - 10.1.4 Proven reliability of the higher bid item.
  - 10.1.5 Compatibility of the higher bid item with existing equipment.
11. ASSIGNMENT: The Contractor shall not sublet, assign, nor by means of a stock transfer or sale of its business, assign or transfer this contract without the written consent of the Purchasing Director.
12. CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to the Purchasing Department.
13. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, age, national origin, or physical handicap.
14. WAIVER: The County reserves the right to reject any or all bids, to waive any General Provisions, Special Provisions, or minor specification deviation when considered to be in the best interest of this County.
15. RESTRICTIONS/LIMITATIONS: No purchases are to be made from this Contract of any item that is not listed, nor of any item that is currently authorized under any contract awarded prior to this Contract.

16. PURCHASES FROM OTHER SOURCES: The Purchasing Department reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.
17. QUALITY OF PRODUCT: Unless otherwise indicated in this bid, it is understood and agreed that any item offered or shipped on this bid shall be new, the latest model, and in first class condition, and when applicable all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.  
  
Any deviations from the Specifications/Conditions listed herein must be clearly identified and explained with each bid.
18. ISSUANCE OF PURCHASE ORDERS: Beaufort County shall not be responsible for invoices of \$500 or more that do not have a purchase order covering them.
19. ITEM SUBSTITUTIONS: No substitutes will be allowed on purchase orders received from agencies, without permission from the Purchasing Department.
20. DISCREPANCIES: A bidder who discovers a discrepancy or omission in the specification, or is in doubt of the interpretation of any part of the Invitation for Bid or considers that the Specification or Invitation for Bid is restrictive or discriminatory shall notify the Purchasing Director, in writing not later than ten (10) days prior to the scheduled bid opening, or at a pre-bid conference should one be scheduled. Exceptions taken do not obligate Beaufort County to change or alter specifications. Nothing will change the Invitation for Bid, unless written amendment is provided by the Purchasing Director at least three (3) working days before the Bid Opening.
21. BRAND NAMES: The name of any manufacturer, trade name, or manufacturer's or vendor's catalog or model number set forth in the specification is for the purpose of describing the minimum standard of quality, type, or performance. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality or performance specified.
22. NONRESIDENT TAXPAYERS: If the bidder is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the bidder acknowledges and understands that in the event he is awarded a contract, bidder shall submit a Nonresident Taxpayer Registration Affidavit (State Form #1-312-6/94) to the Beaufort County Purchasing Department before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.
23. BUSINESS LICENSE: In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is

required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at [www.bcgov.net](http://www.bcgov.net) or by calling the Business License Administrator at (843) 470-2815 for a list of schedules.

24. **BID GUARANTY AND BOND:** Bidder agrees to forfeit Bidder's Bond, **when required on the Bid Schedule**, in the event of failure to contract with County Council within ten (10) days after award of Bid. Checks or Bid Bond of the unsuccessful bidders will be returned once bid is awarded. Check or Bid Bond of the successful bidder will be returned after delivery and acceptance of item.
25. **REQUIREMENTS CONTRACT QUANTITIES OR USAGE:** Whenever a bid is sought seeking a source of supply for a requirements contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Beaufort County as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Bidder's information only and will be used for tabulation and presentation of bid.
26. **CHOICE OF VENUE:** Any disputes under this contract that cannot be resolved between the County of Beaufort and the vendor must be resolved in a circuit court of Beaufort County, Beaufort, SC, and the Fourteenth Judicial Circuit.
27. **LICENSES, PERMIT AND FEES:** All Bids submitted must include the price of any business and professional licenses, permits or fees as required by Federal, State or Local Government Agencies.
28. **ADDITIONAL ELIGIBILITY:** Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
29. **INSURANCE REQUIREMENTS:** Prior to commencing work/delivery hereunder, contractor/vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P. O. Drawer 1228, Beaufort, S.C. 29901, Attention: Purchasing Director and with a special notation **naming Beaufort County as an additional insured on the liability coverage.** Minimum coverage shall be as follows:
  - 29.1 Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
  - 29.2 Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER

OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.

- 29.3 Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
- 29.4 The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
- 29.5 The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
- 29.6 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

30. RIGHT TO PROTEST:

- 30.1 Any actual or prospective bidder, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
- 30.2 Authority to Resolve Protest. The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- 30.3 Decision. If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,
  - 30.3.1 State the reasons for the action taken; and
  - 30.3.2 Inform the protestant of its right to administrative review as provided

in this Section.

- 30.4 Notice of Decision. A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- 30.5 Finality of Decision. A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or
  - 30.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
  - 30.5.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs, when it is determined that the protest is without standing.