



COLLETON COUNTY
SOUTH CAROLINA
Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.782.0504

BID: FMD-17 One (1) 2023 Auto car

Due: Tuesday, December 5, 2023 at 10:00 am

EMAIL RESPONSE TO:

Kaye B. Syfrett, Procurement Manager at ksyfrett@colletoncounty.org

All questions are to be submitted via email to jwright@colletoncounty.org no later than **10:00 am Tuesday, November 28, 2023.**

A. OVERVIEW

Colleton County, South Carolina (the "**County**") requests bids for one (1) 2023 Auto car. Dealers must furnish all the requirements listed in Exhibit "A" attached. The unit will be delivered to Colleton County Fleet Management at 113 Mable T. Willis Blvd, Walterboro, SC 29488.

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.

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

Questions regarding this solicitation must be submitted via email to **Jack Wright, Fleet Management Director**, at jwright@colletoncounty.org, no later than **10:00 am on Tuesday, November 28, 2023**. Answers to all questions will be posted on the County website as an addendum to this bid.

B. SCOPE OF WORK

Colleton County proposes to purchase one (1) 2023 Auto car as specified in the appendix attached.

The dealer is responsible for coordinating the delivery of the 2023 Auto car with Jack Wright, Fleet Management Director, via email at jwright@colletoncounty.org.

Product Specifications:

- See Exhibit "A"

C. INSTRUCTIONS TO DEALER

1. The submittal must include **one (1)** BID response along with a completed **W-9 form**. The individual signing the response must be an Agent legally authorized to bind the company. Respondents must use the Bid Form included in the specifications to be considered responsive.
2. All bids are due by **10:00 am on Tuesday, December 5, 2023**. **Responses must be submitted via email to Kaye B. Syfrett, Procurement Manager, at ksyfrett@colletoncounty.org.**
3. The dealer's sole responsibility is to ensure that solicitation responses, amendments to it, or withdrawal requests are submitted by the scheduled due date and time.
4. The dealer must 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 SC, 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.

5. RESPONSE FORM: All responses shall be printed in ink or typewritten. If required, additional pages may be attached. Bids written in pencil will be disqualified.
6. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received via email until the stated date and time. Responses received after the scheduled due date and time will be rejected. Bids must be submitted via email to Kaye B. Syfrett, Procurement Manager, at ksyfrett@colletoncounty.org.
7. Bids shall remain good for 60 days from the submission date.

A written "No Response" qualifies as a response; however, it is the Contractor's responsibility to notify the Procurement Manager if you receive solicitations that do not apply.

D. SELECTION CRITERIA

Colleton County intends to award the purchase to a single qualified Dealer with final approval by the County Council. A Purchase Order for the product will be issued to the awarded dealer following the County Council's approval.

E. SPECIFIC TERMS AND CONDITIONS

1. COMPETITION: This solicitation promotes 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 before the scheduled due date and time.
2. RESPONDANTS QUALIFICATION: The County reserves the right to request satisfactory evidence of its ability to furnish services per the terms and conditions listed herein. The County further reserves the right to determine the Vendor's ability to provide said item(s).
3. RESPONSE WITHDRAWAL: Any responses may be withdrawn before the established closing date and time but not after that, with proper approval from the Procurement Manager.
4. REJECTION: Colleton County reserves the right to reject any bids, cancel or withdraw this solicitation, and waive any technicality if deemed in the County's best interest.
5. WAIVER: The County reserves the right to waive any Instruction to Dealers, 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 remain good for a minimum of 60 calendar days.
7. DEVIATIONS FROM SPECIFICATIONS: Any deviation from specifications indicated herein must be pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful dealer will be held responsible. Deviations must be explained in detail on a separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any specifications requirements. Unidentified deviations found during the evaluation of the response may be cause for rejection.

8. AMENDMENTS: All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Colleton County.
9. DEBARMENT: By submitting a qualification package, the dealer is certifying that they are not currently debarred from responding to any request for bids by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency or subdivision of the State of South Carolina.
10. DEFAULT: In case of default by the Dealer, the County reserves the right to purchase any or all items in default in the open market, charging the Dealer with any excessive costs. Should such a charge be assessed, no subsequent solicitation response of the defaulting Dealer will be considered in future RFB's until the assessed charge is satisfied.
11. 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 request. Issuing this request for bids constitutes only an invitation to present a bid. 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 request. Colleton County also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
12. CANCELLATION: If this request for bids is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred with this request for bids or otherwise.
13. COLLETON COUNTY PURCHASING ORDINANCE: The Request of Bids is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions to it, which are now incorporated into this request for bids in their entirety except as amended or superseded within. This ordinance can be found at <https://www.municode.com/library/sc/colletoncounty/codes/codeofordinances> under Title 3 - Revenue and Finance.
14. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request of bids shall be cause for the rejection of the qualification package. However, Colleton County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.
15. CONTRACT AWARD:
 - a. This solicitation and submitted documents, when adequately 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, 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 not fully executed by both parties in writing.
 - b. The successful Dealer shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.
16. CONTRACT ADMINISTRATION: Questions or problems arising after the award of an agreement shall be directed to the Procurement Manager by calling (843) 782-0504. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Purchasing Department, 113 Mable T. Willis Blvd, Walterboro, SC 29488.

F. GENERAL CONTRACTUAL REQUIREMENTS

1. **ABANDONMENT OR DELAY:** If the work to be done under this contract shall be abandoned or delayed by the Dealer, 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 Dealer, the County may annul the contract or any part thereof if the Dealer fails to resolve the matter within thirty (30) days of written notice.
2. **DEALER'S COOPERATION:** The Dealer shall maintain regular communications with the Purchasing Manager and actively cooperate in all matters of this contract.
3. **RESPONSIBILITY:** The Dealer shall always observe and comply with all federal, state, local, and municipal laws, ordinances, rules, and regulations in any manner affecting the purchase.
4. **NON-APPROPRIATION / SUBSTITUTION PERMITTED:** If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to make said purchase 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 not limit the County's ability to replace the equipment financed with any other equipment.
5. **INDEMNIFICATION:** Except for expenses or liabilities arising from the negligence of the County, the Dealer, with this, expressly agrees to indemnify and hold the County harmless against any expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

Dealer 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 Dealer, 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 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 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 Dealer's employees and any person, directly or indirectly employed by Dealer (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, Dealer shall promptly defend any aforementioned action.

The prescribed insurance limits set forth herein shall not limit the extent of the Dealer's responsibility under this Section. The terms and conditions 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 DEALER. Failure to comply with this section may result in your request for bids to be deemed non-responsive.

6. **FORCE MAJEURE:** The Dealer 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 Dealer. Such causes may include, but are not restricted to, acts of God or 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 dealer.

7. **ARBITRATION:** Under no circumstances and with no exception will Colleton County act as arbitrator between the Dealer and any supplier or sub-contractor.
8. **PUBLICITY RELEASES:** The dealer agrees not to refer to the award of this purchase 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 Dealer shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. Concerning 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 Dealer also agrees not to publish or cite, in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.
9. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina, 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 litigation costs.
10. **ASSIGNMENT:** The Dealer 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 Dealer shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.
11. **AFFIRMATIVE ACTION:** The successful Dealer will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination because of race, color, religion, sex, national origin, or physical handicap.
12. **FAILURE TO DELIVER GOODS IN ACCORDANCE WITH TERMS & CONDITIONS:** In case of failure to deliver goods in accordance with the purchase terms and conditions, Colleton County, after due oral or written notice, may procure substitute goods or services from other sources and hold the dealer responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.
13. **TERMINATION OF PURCHASE:**
 1. Subject to the Provisions below, the Purchase of goods may be terminated by the Purchasing Department, providing thirty (30) days advance written notice is given to the Dealer.
 - a. **Termination for Convenience:** If this Purchase of goods 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 previous provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived, and the default provision in this request for bids shall apply.
 - c. The County shall be obligated to reimburse the Dealer only for those services rendered before 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 Purchase Agreement, if the funds anticipated for the continued fulfillment of this Purchase Agreement 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 Purchase Agreement 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 Dealer, the Purchase Agreement shall become null and void on the last day of the fiscal year for which appropriations were received.

14. **GOVERNING LAWS:** Any Purchase Agreement resulting from this bid request shall be governed in all respects by the State of South Carolina laws, and any litigation for it shall be brought in the State of South Carolina courts.
15. **BONDS:** Payment and Performance Bonds are not required for this bid request.
16. **OWNERSHIP OF MATERIAL:** Ownership of all data, material, and documentation originated and prepared for the County according to this Purchase Agreement shall belong exclusively to the County.
17. **TYPE OF PURCHASE AGREEMENT:** The intent of this bid is a resulting Purchase agreement whereby a Purchase Order will be issued for the requested goods. **Bid prices shall remain firm for 60 days.** If any price reduction is announced after issuing a Purchase Order for the goods, the County shall benefit from such reduction.
18. **INSURANCE:** Colleton County will require the following to remain in force at all times through the life of the contract:

Workers' Compensation - \$100,000 – each accident

Statutory Coverage and Employer - \$100,000 for each employee

Liability - \$500,000 – policy limit

Comprehensive General Liability - \$2,000,000 – bodily injury each occurrence

\$2,000,000 – bodily injury aggregate

\$2,000,000 – property damage each occurrence

\$2,000,000 – property damage aggregate

Products-Completed Operations - \$1,000,000 – aggregate

Business Auto Liability – Same as Comprehensive General Liability

Excess or Umbrella Liability - \$2,000,000

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



COLLETON COUNTY
SOUTH CAROLINA

BID: FMD-17

2023 Auto car

ADDENDA ACKNOWLEDGEMENT

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

<i>Amendment No.</i>	<i>Issue Date</i>

The dealer must acknowledge any issued addenda. Bids that fail to acknowledge the dealer's receipt of any addendum will result in the rejection of the offer if the addendum contains information that substantively changes the Owner's requirements or pricing.

INDEMNIFICATION

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

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

Dealer: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

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



COLLETON COUNTY
SOUTH CAROLINA

BID: FMD-17

2023 Auto car

CERTIFICATE OF FAMILIARITY

Having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, the undersigned submits the attached response and other applicable information to the County, which I verify to be accurate 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, Dealer, 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 outlined 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-owner*/ ____ *Disadvantaged*); if yes, please submit a copy of your certificate with your response.

► **No** ____

DEBARMENT

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

A Registered Contractor with SAM's Yes No

Cage Code. _____

DUN's No. _____

Dealer: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____



BID: FMD-17
2023 Auto car

Exhibit A - Specifications for 2023 Auto car

Year: 2023
Make: Auto car
Model: Actt42 Single cab
Color: White
Wheelbase: 122"
Vehicle Sub Category: Yard Spotter
GVWR: 35000
Front Brakes: Meritor 16.5x5 QP
Rear Brakes: Meritor 16.5x7 Q plus
Rear Tires: 295/75R22.5
Front Tires: 295/75R22.5
Front & rear wheels: steel painted white
Engine Make: Cummins
Engine Model: ISB 6.7
HP: 200@2600RPM/ 520 FT-LB
Trans: Allison
Trans Model: 3000RDS
Trans SPD: 5 speed
Axle Front: Spicer 1710HD half round Meritor MFS-14 steer axle 14700# rating
Axle Rear: Meritor RS24-160 Single Reduction axle 7.17
Rear Suspension: SOLID MOUNT
Front Suspension: Spring 6500 lb.
Fuel Type: Diesel 50 gal alum dia tank unpainted
Davco 245 FILTER/WATER SEP/W12V HEAT.
BOC decking/ additional fuel tank cover
Mud Flaps-black
Full fender plastic flex
Bendix ADIP W/HEAT
Battery box, two (2) battery capacity
Emergency start jumper studs
LH only DOT cab entrance door and steps
Aluminum sliding rear door
Trailer stops
Laminated rear glass in the cab
Stainless steel heated and motorized mirrors LH, RH sides
LED front turn signals
Amber LED roof markers
Extended LH & RH facing LED lamps below the cab
LH & RH rear facing Spotlights on cab roof with strobe amber light double blink.
Radio prep in the overhead dash
Approved Conspicuity tape, in addition to standard,
Glad-hand bucket trailer stop mounts.

***ANY EXCEPTIONS TO THESE SPECIFICATIONS MUST PROVIDE COMMENTS REFERENCING TO WHAT SECTION AND EXACT SPECIFIC SPECIFICATION THAT AN EXCEPTION IS BEING REQUESTED AND WHY. ***



COLLETON COUNTY
SOUTH CAROLINA
BID: FMD-17
2023 Auto car
BID FORM

The base price is to include One (1) 2023 Auto car as specified, all applicable fees, delivery, and other charges. Prices shall remain firm for 60 days.

Base Price: \$ _____

Sales tax: \$ _____

Total Bid: \$ _____

=====

Please print the following information:

Dealer: _____

Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: () _____

Signature: _____

Print name: _____

Title: _____

Email: _____

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