

SOLICITATION #: B15011-09/02/14S

PROCUREMENT: ONE (1) ROTARY MIXER / RECLAIMER

"NO BID" RESPONSE FORM

To submit a "No Bid" response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list. In order to ensure that the County file has current information, or if you wish to be added to Lexington County's Vendor Listing, you must also return the Certificate of Familiarity form completed in its entirety.

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your "No Bid" response --

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments:

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

E-mail Address (Please Print)

Date

Telephone / **Fax**

BOND REQUIREMENTS

1. **BID BOND:** Each offeror shall submit with his Bid a Bid Bond with a good and sufficient surety or sureties company licensed in South Carolina, in the amount of five percent (5%) of the total Bid amount. The Bid bond penalty may be expressed in terms of a percentage of the Bid price or may be expressed in dollars and cents.

CERTIFIED CHECKS: If a certified check is submitted in lieu of a Bid bond, it will be made payable to the Lexington County Treasurer's Office, in the amount of 5% of the total Bid amount.

Bid Bonds/Certified Checks will be returned to the unsuccessful offerors after award and will be returned to the successful offeror after acceptance of the final contract by the offeror.

2. **PERFORMANCE AND PAYMENT SURETY:** The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of Bid, an irrevocable Surety in the form of a Performance and Payment Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit. The Surety shall be issued in the amount of 100% of the total contract covering the entire term of the contract as awarded.

OPTION 1: PERFORMANCE BOND: Bond must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract price. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

OPTION 2: A CERTIFIED CHECK: Equal to 100% of the contract amount to be retained by Lexington County until satisfactory completion of the contract.

OPTION 3: IRREVOCABLE LETTER OF CREDIT: Shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 100% of contract amount.

**FAILURE TO SUBMIT CORRECT BID GUARANTEE WILL RESULT IN REJECTION OF
YOUR BID.**

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid invitation is required, unless otherwise stated.
2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the Procurement Office at the time indicated in the bid document.
3. When specifications or descriptive papers are submitted with the bid invitation, enter bidder's name thereon.
4. Submit your signed bid on the forms provided. Show bid number on envelope as instructed. Lexington County assumes no responsibility for unmarked or improperly marked envelopes. Unsigned bids will be rejected.
5. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-4C Code of Laws of South Carolina, 1976, (1986 Cum Supp) Freedom of Information Act. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. This solicitation does not commit the County of Lexington to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.
8. **CORRECTION OF ERRORS ON THE BID FORM:** All prices and notations shall 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 time for opening.
9. **BIDDERS SCHEDULE:** Enter the manufacturer, brand, and model/catalog number, as applicable, and your bid price in the space provided on the bidders schedule. Additional pages may be attached, when applicable, for alternates, etc.
10. **NOTIFICATION:** In order to receive a copy of the bid tabulation, you must enclose a self addressed stamped envelope. Intent to Award and/or Statement of Award will be posted on the Lexington County web site at www.lex-co.com.
11. **RIGHT TO PROTEST:** Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Procurement Manager within ten (10) calendar days of the date of issuance of the Invitation to Bid, Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest in writing to the procurement manager within ten (10) calendar days of the notification of intent to award or statement of award.
12. **PROTEST PROCEDURE:** A protest shall be in writing, submitted to the procurement manager, and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.
13. **QUESTIONS REGARDING SPECIFICATIONS AND/OR THE BIDDING PROCESS:**
 - To ensure fair consideration for all bidders, the County prohibits any type of communications to or with any department, employee, or County official during the solicitation process, except as provided

on page one of the solicitation. This includes any communications initiated by a bidder to any County Official or employee evaluating or considering the bidder, prior to the time an award decision has been made public.

- Any communications between the bidder and the County shall be initiated by the Procurement Office or the appropriate County representative in order to obtain necessary information or clarification needed to develop a proper and accurate evaluation of the bid. **Any communications initiated by a bidder shall be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future solicitations.**
- It will be the sole responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any amendments or addendums have been issued in order to obtain all such documentation, and to return the executed documentation with their bid.

GENERAL PROVISIONS

1. The County of Lexington reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the county.
2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.
3. PROHIBITION OF GRATUITIES: Amended section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9- 210 and Section 16-9-220."
4. 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 County reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
5. 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.
6. AWARD CRITERIA: The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. The award may be made to one or a multiple of contractors; whichever is in the best interest of the County, or unless otherwise stated on bidders schedule.
 - 6.1 All things considered equal, tied bids will be resolved by the flip of the coin, or to the Lexington County contractor, whichever the case may be.
7. WAIVER: The County reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the county.
8. COMPETITION: This solicitation is intended to promote 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 Services Office in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

9. **REJECTION:** Lexington 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 or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the county.

BIDS WILL NOT BE CONSIDERED FROM ANY VENDOR THAT OWES DELINQUENT TAXES TO THE COUNTY OF LEXINGTON.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, the county reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids will be considered or purchase orders issued to the defaulting contractor until the assessed charge has been satisfied.
2. **NON-APPROPRIATION:** Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **INDEMNIFICATION:** The contractor agrees to indemnify and save harmless the County of Lexington and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the county or failure of the county to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Procurement Officer. Copies of all correspondence concerning this contract shall be sent to the Procurement Manager, 212 South Lake Drive, Suite 503, Lexington, SC 29072. All change orders must be authorized in writing by the Procurement Manager. Lexington County shall not be bound to any change in the original contract unless approved in writing by the Procurement Manager.
5. **PUBLICITY RELEASES:** Contractor 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 User. The contractor shall not have the right to include the county's name in its published list of customers without prior approval of the county. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the county. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.
6. **QUALITY OF PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
7. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
8. **ATTORNEYS FEES:** In the event that the County is required and shall bring a suit or action to compel performance of or recover for any breach of any stipulation, covenant, term or condition of a resulting

contract, The County may seek attorneys fees from Contractor and Contractor will pay to County such attorneys fees as the court may award. Otherwise, attorneys fees in connection with any suit or action hereunder will be borne by the parties experiencing said expenses.

9. ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Manager.
10. AFFIRMATIVE ACTION: Contractor agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based upon race, sex, national origin, age, disability, or in any way violation of Title VII of 1964 Civil Rights Act and amendments or the South Carolina Human Affairs Law, except as permitted by said laws.
11. BIDDING CONDITION OF PRICE: All bid prices submitted shall remain effective for a minimum period of 90 days, unless otherwise stated. The county reserves the right to make additional purchases at the submitted bid prices, during the specified period.
12. 7% S.C. SALES TAX: The County shall add 7% sales tax to all orders; however lump sum bids shall include sales tax in bid price unless otherwise noted. ***By submission of a signed bid, this will certify to the County your compliance.***

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803)898-5872 or by writing to the South Carolina Department of Revenue, Registration Unit, Columbia, South Carolina 29214-0140.

13. PAYMENT TERMS: Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed, and properly submitted invoice to the County after acceptance of completed order/project. Early payment discount, if available, will be calculated from date of acceptance. Application for payment shall reflect services completed through the last day of the month. ***There will be no exceptions to these payment terms unless approval is obtained in writing from the Procurement Manager prior to bid opening date.***
14. BID REQUIREMENTS: Bid requirements on the equipment specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. Lexington County will determine if minor deviations from these features are acceptable.
15. DEVIATIONS FROM SPECIFICATIONS: Any deviation from specifications indicated herein should 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 therefor. Deviations should 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. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items should provide information sufficient enough to determine acceptability of item offered.
16. CONTRACT: This bid and submitted documents, when properly accepted by Lexington County along with a written purchase order, shall constitute a contract equally binding between the successful offeror, and Lexington County. No different or additional terms will become a part of this contract with the exception of a Change Order.
17. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Procurement Manager.
18. AMENDMENTS: All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Lexington County. Lexington County shall not be legally bound by any amendment or interpretation that is not in writing.

19. **BID EVALUATION:** Bids received will be evaluated by the Procurement Manager or designee. However, based on bid total, final decision for bid award may rest with the Lexington County Council. Factors to be considered during the evaluation process include, but are not limited to:
 - 19.1 Cost.
 - 19.2 Reputation and dependability of the contractor.
20. **ARBITRATION:** Under no circumstances and with no exception will Lexington County act as arbitrator.
21. **DELIVERY:** Lexington County requires that delivery be made to specified destination within the shortest time frame possible. Delivery shall arrive between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, provided that such day is not a legal holiday. The current purchase order number must be indicated on all delivery tickets.
22. **SHIPPING:** All deliveries shall be shipped F.O.B. point Destination-freight prepaid, the seller pays and bears all freight charges; collect shipments will not be accepted. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the County. Any claim for loss or damage shall be between the contractor and the carrier.
23. **"OR APPROVED EQUAL":** Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items which, in the judgment of the Owner, are best suited to the needs of the Owner based on price, quality, service, availability and other relative factors. Bidders should indicate brand name, model, model number, size, type, weight, color, etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from the specifications, vendor shall submit along with the bid, the information, data, pictures, designs, cuts, etc., of the material they plan to furnish so as to enable the Owner to compare the material specified; and, such material shall be given due consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.
24. **ALTERNATE BIDS:** Bidders wishing to submit an alternate for consideration that does not meet the county specifications (or approved deviations), must submit their proposal as an alternate bid. ***If any vendor submits alternate bid(s) for any item(s), descriptive supporting literature must be included with bid package. Failure to submit such literature for alternate item(s) will result in non-consideration for said item(s).***
25. **PROMPT PAYMENT DISCOUNT TERMS:** Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.
26. **DRUG-FREE WORKPLACE:** By submittal of this bid, you are certifying that you will comply with Title 44, Code of Laws of South Carolina, 1976, Section 44-107-30.
27. **LIFE CYCLE:** In accordance with the South Carolina Energy Independence and Sustainable Construction Act of 2007, if applicable to the bid, the vendor must provide in attached bid documents the life cycle analysis cost for the span of equipment's use. This technique will compare the cost and benefits at the normal industry and regulatory standards as applicable.
28. **ILLEGAL IMMIGRATION & PUBLIC CONTRACTS:** "In accordance with the South Carolina Illegal Immigration Reform Act, 2008, Act No. 280. Section 3 of this Act added to Chapter 14 to Title 8 of the South Carolina Code of Laws prohibits covered persons from entering into covered contracts unless the contractor agrees either (a) to verify all new employees through the federal work authorization program [and requires the same from subcontractors and sub-subcontractors] or (b) to employ only qualifying workers.

Effectively, the Act also requires contractors to agree to provide any documentation required to establish either (a) that the Act does or does not apply to the contractor, subcontractor, or sub-subcontractor; or (b) that the contractor, and any subcontractor or sub-subcontractor, are in compliance with Section 3 of the Act.”

29. NO CONTACT POLICY: After the date and time established for receipt of proposals by the County, any contact initiated by any offeror with any County representative, other than the Procurement Officer listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.
30. TERMINATION: Subject to the provisions below, the contract may be terminated for any reason by the County providing a 30 day advance notice in writing is given to the contractor.
 - 30.1 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 thirty (30) days advance written notice requirement is waived and the default provision in this bid shall apply; see General Conditions.
 - 30.2 Termination for Convenience: The County, by written notice, may terminate this contract in whole or in part, when it is in the best interest of the County.
 - 30.3 Termination requirement does not apply if contract is to terminate at the end of an established contract term.
 - 30.4 Termination for Nonappropriations: If the Lexington 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 contract reduces the funds appropriated or authorized in such amount as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the County. Any termination for non-appropriations shall not prohibit the County from obtaining services from another source or in another manner, which is in the best interest of the County.

STANDARD MINIMUM SPECIFICATIONS FOR A ROTARY MIXER / RECLAIMER

The unit shall be new and of a model in current production, or an update of an existing model. Rotary Mixer/Reclaimer shall be equipped with a minimum 96" (in width) universal rotor with drive-in bits, to be used in asphalt and soil mixing applications.

Meets Minimum Requirements, Please Check One

YES NO

WEIGHT: The unit shall weigh not less than 53,000 pounds and shall not exceed 59,000 pounds without the addition of weights or counterweights.

ENGINE: The unit shall have heavy-duty engine with a minimum of 350 HP and a maximum of 400 HP must meet all EPA tier 4 emissions

ROTOR: The unit shall be equipped with a 96" inch universal rotor with drive-in bits for mixing soil and grinding asphalt at variable depths of up 18" to 20". Rotor to be located mid machine, between front and rear wheels. Three or more rotor drive speeds to be available for variable performance and materials.

PERFORMANCE: The unit shall be able to operate in reclaiming mode at a minimum of 2.5 MPH with transport travel speeds of 6 MPH minimum.

MIXING CHAMBER: The unit shall be made with heavy-duty materials and must be constructed to handle large volumes of materials; shall allow rotor to move independently to increase capacity of chamber for deeper cuts and improved material mixing capability.

TIRES: (Front) Tires shall be 28.1x26 18 ply lug type; (Rear) Tires 18.4x30 12 ply lug type.

WHEELBASE: Minimum wheelbase of 245" and a maximum wheelbase of 254".

HEIGHT: Maximum machine height to be no more than 12 feet.

WIDTH: Maximum 118 inches to the outside of the tires, minimum width at outside of tires 112".

24-Volt Electrical system with alternator, starter, voltage regulator, and heavy duty batteries. Alternator minimum: 95 amperage

Governor.

Air-cleaner, heavy- duty, two - stage, dry type, with restriction indicator.

Oil filters, heavy - duty, with replaceable element.

Fuel filter, heavy-duty, with replaceable element.

Heavy-duty radiator and cooling system, with 50-50 mixture of water and permanent-type antifreeze.

Fuel tank and fuel gauge. Fuel tank must have a minimum of 250 gallons.

Muffler, exhausts system.

Key switch or keyless start. If a key switch is provided, vendor must provide a minimum of eight (8) keys to the County upon equipment delivery.

Engine hour meter shall be electronic with oil pressure sensitive switching device.

Oil pressure gauge and audible low-pressure indicator.

Water temperature gauge and audible high temperature indicator

Sealed pump body, protects internal electronics from moisture and contaminants.

Instrument panel lighting, all gauges and instruments must be back lit and suitable for night operations.

HYDRAULICS: Shall provide optimum pressure and GPM to simultaneously operate all hydraulics systems optimally and to be equipped with hydraulic oil cooler factory installed.

STEERING SYSTEM: Shall be front and rear steer with crab mode also operated from operator's station.

UNDERCARRIAGE: Shall be fabricated from heavy-duty steel for long life with a ground clearance of 27" minimum.

OPERATOR'S STATION: Unit shall be open with ROPS protection and full covered canopy that meets OSHA requirements.

EQUIPMENT: Unit shall be complete with all-standard equipment and accessories normally furnished. In addition, equipment shall be furnished as follows.

Front Halogen work lights, flashing strobe light, Amber in color. Strobe Light shall cut on and off with key switch.

SMV emblem.

Operator's seat shall be a deluxe suspension type, adjustable for operator height, weight, leg reach and back angle. Adjustable armrest and seat belt shall be included. Contour series seat with added back support extension and electrically adjustable air suspension.

Unit shall meet all applicable OSHA requirements.

Hydraulic oil filter, heavy duty with replaceable element.

Hydraulic relief valve to prevent overloads.

Back - up alarm. No Cut-Off Switch.

Vandal protection (lockable), including panels and locks.

Engine warning system with audible and visual signal to warn of low oil pressure and high coolant temperature.

External mirror package.

GENERAL: This unit shall be of the latest design and in current production. It shall be furnished completely assembled, fully serviced and ready for immediate operation. The right is reserved to reject any and all bids proposing to furnish equipment, which is deemed unsatisfactory by the County.

TRAINING: The successful bidder shall conduct a one-day training session on the operation and maintenance of the unit at Lexington County facilities with the County operators at the vendor's expense.

MAINTENANCE: All replaceable filter elements for air, fuel, hydraulics, and engine oil shall be available from at least one of the following US manufacturers: AC, Fram, NAPA, Wix, Donaldson, Purolator, or Baldwin. Replacement tires and tubes shall be available from at least one of the following manufacturers: Goodyear, Firestone, Goodrich or Michelin. Replacement or replenishment lubricants required throughout the unit (engine oil, transmission fluid, hydraulic fluid, gear oil, brake fluid, power steering fluid, and grease) shall be available from at least one of the following major manufacturers: Mobil, Kendall, Havoline, Penzoil, Valvoline, BG, Chevron, Exxon or Citgo. Details concerning the manufacturer and item name or part number for the above manufacturer items shall be provided upon request during bid evaluation. **Bidder to identify and supply cost and availability for any proprietary filters or fluids that are not available as stated above.**

Successful bidder shall provide one (1) of each replaceable filter located on the machine that is specified by the manufacturer to be replaced at least once during the first five (5) years or five thousand (5,000) hours of operation. Filters shall be provided at the time the equipment is delivered. Bidder to specify on separate document the County's current cost for each filter referenced above along with each filter's part number.

SERVICE LITERATURE: Service literature shall include (as one set) two (2) operator's instruction manuals, illustrated repair parts manuals, and shop overhaul manuals that cover every component on the machine. This service literature shall be complete and cover the entire unit, to include engines, transmissions, wiring diagrams, computerized engine and power train control systems, HVAC, operator controls, and body control systems. Bid response must include optional pricing for any diagnostic software and cabling (laptop compatible) required to interface with any power train or other computerized control system that is incorporated by the manufacturer. If a standalone hand held analyzer is required, bidder to quote this equipment as an optional cost, as well as software update costs for future years. If diagnostic software is proprietary and cannot be provided, bidder must state that it is unavailable to end user.

WARRANTY: The entire unit shall be warranted by the manufacturer or supplier with a five (5) year 5,000 hour full machine warranty that covers all labor, service calls, mileage, parts and diagnostics from the date the unit is placed in service. A \$50,000.00 performance bond shall be supplied by the vendor. Sixty (60) days after delivery, the dealer's service personnel shall inspect each unit to insure proper operation and condition. Dealer shall provide a price for a seven (7) year 7,500 hour power train and hydraulics system warranty. This warranty shall also cover all steering components both mechanical and hydraulic and also include all labor, service calls, mileage, parts, and diagnostics.

SERVICE SUPPORT: Successful bidder must have a full service facility to be able to respond on a twenty-four (24) hour onsite time from initial contact is required as well as a twenty-four hour/seven days (24/7) emergency response for parts and service. **Failure to meet service support time line will result in a penalty of one hundred (\$100.00) dollars per hour and/or part thereof.**

Vendor's parts support and service facilities must be located within 75 miles of the County's Central Maintenance facility at 401 Ball Park Road, Lexington, SC. Vendor must stock common wear items and filters and be able to provide such within 8 hours of request.

REFERENCES: Bidder shall supply the names and contact information of individuals, businesses, or governments to which they have sold identical or very similar equipment models to in the past twenty-four (24) months. This contact information should identify the individual that supervises the operation and/or maintenance and repair of such vehicles.

DEMO MACHINE: Dealer must provide a demo machine at the request of Lexington County before purchase of machine out for bid. Dealer must provide contact information for other establishments that have previously purchased this item.

OPTION SPECIFICATIONS:

OPTION 1: Loaded Sliding cab with heat and A.C. Cab shall be pressurized ISO mounted Cab with left and right lockable doors, tinted glass, defroster, dual front and rear wipers, and floor mat. Cab shall provide adequate visual view of front tire edges, mixing chamber and rear wheels.

OPTION 2: Water spray system with adjustable 100 - 500 gallons per minute output rate.

OPTION 3: All-wheel drive.

OPTION 4: Cost of diagnostic software, hardware, and cabling required interfacing with all onboard computer controlled systems.

OPTION 5: Cost of diagnostic software upgrades.

OPTION 6: Cost of 7 year / 7,500 hour power train and hydraulics warranty to include steering components both hydraulic and mechanical.

COUNTY OF LEXINGTON
Procurement Services, 212 South Lake Drive, Suite 503, Lexington, SC 29072
Ph: (803) 785-8319 / Fax: (803) 785-2240

BIDDERS SCHEDULE

BID NUMBER: B15011-09/02/14S

DATE: August 4, 2014

OPENING DATE AND TIME: *September 2, 2014 @ 3:00 PM E.S.T.*

OPENING LOCATION: Lexington County Procurement Office
 County Administration Bldg., 5th floor
 212 South Lake Drive, Suite 503, Lexington SC

PROCUREMENT: Provide all materials, equipment, and labor for **One (1) Rotary Mixer / Reclaimer** in accordance with the specifications, conditions, and provisions as applicable to this solicitation. All prices are to include all applicable shipping costs.

Delivery Requirements: FOB Destination-Freight Prepaid to Lexington, South Carolina.

ITEM NUMBER	QTY U/I	DESCRIPTION MFG/MDL/STK #	UNIT	PRICE	TOTAL PRICE
01	01 EA	Rotary Mixer/ Reclaimer in accordance with the bid specifications		\$ _____	\$ _____

Manufacturer: _____ Model # _____ Delivery _____ Days ARO

OPTIONS:

01	01 EA	Sliding Cab In Accordance With the Bid Specifications		\$ _____	\$ _____
02	01 EA	Water Spray System		\$ _____	\$ _____
03	01 EA	All Wheel Drive		\$ _____	\$ _____
04	01 EA	Diagnostic Software or Interface Equipment		\$ _____	\$ _____
05	01 EA	Diagnostic Software Upgrades		\$ _____	\$ _____
06	01 LT	7 year / 7,000 hour Power Train and Hydraulics warranty		\$ _____	\$ _____

Bidder Checklist:

Bidder is acknowledging that the following items have been provided with the bid.

_____ Bid Bond
 Initial

_____ Certificate of Familiarity
 Initial

_____ Acknowledgment of Amendment Number ___ - ___
 Initial

BIDDER: _____ **SIGNATURE:** _____

The attached Certificate of Familiarity must be returned with bid.

COUNTY OF LEXINGTON

B15011-09/02/14S

ONE (1) ROTARY MIXER / RECLAIMER

LIST OF REFERENCES

Please list four (4) references that your company has recently or currently provided similar products and/or services for.

Company Name

Company Name

Representative

Representative

Address

Address

City, State, Zip Code

City, State, Zip Code

Telephone # / Fax #

Telephone # / Fax #

E-Mail Address

E-Mail Address

Company Name

Company Name

Representative

Representative

Address

Address

City, State, Zip Code

City, State, Zip Code

Telephone # / Fax #

Telephone # / Fax #

E-Mail Address

E-Mail Address

COMPANY: _____

AUTHORIZED SIGNATURE: _____

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. *By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.* I further certify that this bid is good for a period of ninety (90) days, unless otherwise stated.

Company Name as registered

Authorized Signature with the IRS

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

Fax Number

CONTRACTOR'S LICENSE # _____

Remittance Address

E-mail Address (PLEASE PRINT)

City, State, Zip

Telephone Number

Toll-Free Number if available

Federal Tax ID Number

SC Sales and Use Tax Number

DOES YOUR FIRM OWE THE COUNTY OF LEXINGTON ANY DELINQUENT TAXES?

 YES/ NO

TO: ANGELA M. SEYMOUR, PROCUREMENT OFFICER
FAX: 803-785-2240
E-MAIL: aseymour@lex-co.com

REQUEST FOR WRITTEN RESPONSE TO QUESTIONS
BID NO. B15011-09/02/14S
ONE (1) ROTARY MIXER / RECLAIMER

Deadline for questions is August 18, 2014 at 4:00 P.M. E.S.T.
All questions must be submitted in writing.

OFFEROR NAME AND ADDRESS:

DATE: AUGUST 4, 2014

CONTACT PERSON:

TELEPHONE #:

FAX #:

(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER WHEREVER POSSIBLE)