

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

INVITATION FOR BIDS

BID NUMBER: B15017-10/29/14S

DATE: OCTOBER 6, 2014

OPENING DATE AND TIME: *October 29, 2014 @ 3:00 PM E.S.T.*

ADDRESS: Lexington County Procurement Office
County Administration Bldg., 5th floor
212 South Lake Drive, Suite 503, Lexington SC 29072

PROCUREMENT: **FULL TRACK COMPOST WINDROW TURNER WITH WATERING SYSTEM**

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for delivery of bids, which are mailed. No Faxed Bids Will Be Permitted.

IT IS REQUIRED THAT THE BID NUMBERS MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE. ANY ENVELOPE THAT DOES NOT SHOW BID NUMBERS WILL BE RETURNED TO THE VENDOR.

DIRECT ALL INQUIRES TO:

Angela M. Seymour
Procurement Officer

NOTICE TO BIDDERS: 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. 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. **BIDS WILL NOT BE CONSIDERED FROM ANY VENDOR THAT OWES DELINQUENT BUSINESS PROPERTY TAXES TO THE COUNTY OF LEXINGTON.**

If you have obtained this solicitation by download from the internet; it is the responsibility of the bidder to email aseymour@lex-co.com to be registered as a potential bidder to receive any subsequent amendments.

Deadline for questions is October 15, 2014 @ 4:00 PM E.S.T. All questions must be submitted in writing.

Jeffrey A. Hyde
Procurement Manager

SOLICITATION #: B15017-10/29/14S

PROCUREMENT: FULL TRACK COMPOST WINDROW TURNER WITH WATERING SYSTEM

"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.
OWNER - COUNTY OF LEXINGTON**

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 can be made to one or a multiple of vendors; 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 vendor, 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 BUSINESS PROPERTY 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. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Manager.
9. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
10. **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.

11. 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.
12. PAYMENT TERMS: Payment will be made within thirty (30) days after acceptance of completed order/project. Early payment discount, if available, will be calculated from date of acceptance. **There will be no exceptions to these payment terms unless approval is obtained in writing from the Procurement Manager prior to bid opening date.**
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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:
18.1 Cost/18.2 Reputation and dependability of the contractor.
19. ARBITRATION: Under no circumstances and with no exception will Lexington County act as arbitrator.
20. 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.
21. 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.
22. "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.

23. 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).***
24. PROMPT PAYMENT DISCOUNT TERMS: Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.
25. 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.
26. 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."
27. 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.
28. 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.
 - 28.1 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.
 - 28.2 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.
 - 28.3 Termination requirement does not apply if contract is to terminate at the end of an established contract term.
 - 28.4 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 FULL TRACK COMPOST WINDROW TURNER
WITH WATERING SYSTEM**

DESCRIPTION: Unit shall be new and 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. The windrow turner shall meet the minimum specifications as stated below.

EQUIPMENT: Unit shall be complete with all-standard equipment and accessories normally furnished. In addition, equipment shall be furnished as follows. Turner to be designed to accept a windrow that is twelve-feet (12) wide at the base and six-feet high at the center. Unit shall allow shaping of windrow.

ENGINE: Turbocharged diesel engine with a minimum of 235 net horsepower. Must meet U.S. EPA Tier IV standards. Must have both an automatic and manual regeneration mode. Operator must be able to override the regeneration process or delay the process so that the machine can be located to a safe area as required.

MEETS _____ **Exceeds** _____ **Exceptions** _____

Comments: _____

Machine shall include cooling system for water and hydraulic oil cooler.

MEETS _____ **Exceeds** _____ **Exceptions** _____

Comments: _____

Primary fuel filters equipped with a water separator.

MEETS _____ **Exceeds** _____ **Exceptions** _____

Comments: _____

Automatic engine speed control.

MEETS _____ **Exceeds** _____ **Exceptions** _____

Comments: _____

CAB: Shall be fully enclosed. Sound Levels within cab with doors closed shall not exceed 72 DB(A). ROPS protection to meet all applicable safety requirements. This will include factory installed heater, defroster, and factory installed air conditioner Safety handles, walkways and access steps must be standard to facilitate operator entry and exit.

MEETS _____ **Exceeds** _____ **Exceptions** _____

Comments: _____

Operator's seat shall be fabric, high back adjustable for operator height, weight, leg reach and back angle. Adjustable arm rest and seat belt shell be included.

MEETS _____ **Exceeds** _____ **Exceptions** _____

Comments: _____

Cab shall be equipped with instrumentation to included engine oil pressure gauge, engine water temperature gauge, and engine hour meter and fuel gauge.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

Windshield wiper with washer.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

AM/FM Weather band Radio and 12-volt power supply. A 12-volt, 15 –amp converter with speakers, antenna, all wiring and brackets for communications. Two stereo speakers.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

Laminated glass front upper window and tempered other windows.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

CAB LIGHTS; Work lights shall be on the front and rear.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

Amber LED strobe light equipped mounted on top of cab. Strobe light shall cut off / and on with key switch.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

Door locks.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

Cap locks on fuel and hydraulic tanks.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

Turner shall be equip with a Flexxaire or reversing fan with manual over-ride to blow dust and debris from radiator.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

Drum: Shall be hydraulically driven. Drum shall have knife holders and knives with a chopping designed knife. Knives to be hard surfaced on the tip, leading and trailing edges. Knives to be bolt on.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

Hydraulic system shall allow the drum to be able to raise, lower and reverse under a load and controlled from inside the cab.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

Track Clearing Plows: Shall have a float feature that allows track clearers to float along uneven pad surfaces maintaining constant contact with the pad.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

Watering System: Unit shall have a watering system to allow water to be injected in the row when turning.

Training: The successful bidder shall conduct a minimum one-day training session for Lexington County Operators to insure all Operators are capable and qualified regarding the safe operation, use and maintenance of this equipment. Such training shall meet all regulatory/OSHA requirements. The training shall take place at the Lexington County Solid Waste Management Complex at 498 Landfill Lane Lexington S.C. 29073 With the County Operators.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

Maintenance: Replacement or replenishment lubricants and related filters required throughout the unit (engine oil, transmission fluid, hydraulic fluid, gear oil, brake fluid, power steering fluid and grease) shall be readily available from at least one of the following major manufacturers: Napa, Wix, Shell, Gulf, Exxon, Texaco or CITGO. Lexington County will provide all lubricants. Provide list of recommended oils/fluids for entire machine. Provide a separate list of any fluids or lubricants, and any and all filters along with their current cost that are not readily available from one of the above manufacturers as they are proprietary in nature or only available from the manufacturer or a non listed supplier. Bidder shall supply one of each replaceable filter that is located on the machine being bid.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

Service Literature: Service literature shall include two (2) sets of: operator's instruction manuals.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

KEYS: A minimum of twelve { 12 } sets (set = ignition and master cut off) of keys shall be provided.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

FIRE SUPPRESSANT SYSTEM: Automatic fire suppressant system to cover engine compartment in the block, transmission, hydraulic area and cab.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

CIRCUIT MONITOR TO INCLUDE: Shall have a Circuit Monitor and Alarm Panel for the Equipment Fire Suppression System located near the operator to alert them of system faults and fire conditions. The monitor and alarm panel. Monitor power supply.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

Monitors the integrity of the detection loop.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

Monitors the squib firing circuit.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

Provides audible and visual alarms.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

Provide Operator controlled delay functions.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

Solid-state circuitry.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

NOTE: Maintenance agreement shall include quarterly service and maintenance of the fire suppressant for the first 12 month, only. The County will maintain the system thereafter.

Auto lube Lubrication System:

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

Manufacturer's Warranty: The entire machine shall be warranted against defects in materials and workmanship for a minimum of One Year. The warranty start date shall be based upon the unit in service date as established by its issue from the County's Fleet Service division. . All repairs will be done in a timely manner with machine returned to operation within 72 hours. An Equivalent loaner machine will be provided at no cost after the 72 hours of downtime and delivered to the Landfill at no additional cost for the County use or until the County machine is back in operation.

Failure to meet service support time line will result in a penalty of one hundred (\$100.00) dollars per hour and /or part thereof. **If repairs cannot be completed on landfill site, all transportation to and from the Landfill shall be borne by the equipment supplier.**

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

List of what is covered and not covered under the standard manufacturer's warranty.

Covered: _____ **NOT Covered:** _____

(Attach as a separate List to the vendors bid)

Guaranteed Buy Back: Bidder agrees to enter into a guaranteed buyback option contract with County as part of bid award. Successful bidder shall be required to offer the County a guaranteed buyback price for the equipment being bid at a future date as described below and this buy back option shall be executable and initiated at the sole discretion of the County.

Guaranteed buy back price from date of delivery at time of replacement. Include cost on the following:
(See Bidders Schedule)

- 7,500 Engine Hours/60 months old, whichever comes first
- 8,500 Engine Hours/72 months old, whichever comes first
- 9,500 Engine Hours/84 months old, whichever comes first

Total Maintenance and Repair (TM&R): The price for the TM&R shall be listed separately and not included in the bid price. These contracts will include transportation costs, field service technicians travel time and mileage to and from the Lexington County location, service call, diagnostic time, parts, fluids, labor and performing Scheduled Oil Sampling (SOS).Contractor must provide number of machine work hour's adequate service intervals in accordance with manufacturer's recommendation. TM&R shall include all preventative maintenance according to OME Specifications as well as any repairs not directly attributable to accident damage or abuse. Contract to include service call, travel time, labor, all parts and fluids to perform schedule PM and mileage charge.

The County will only be responsible for transportation costs and travel for locations other than the Lexington County Landfill. NOTE: Maintenance agreement shall include quarterly service and maintenance of the automatic fire suppressant system for the first 12 months, only. The County will maintain the system thereafter. TM & R shall be for 7,500 hours or five (5) years whichever comes first. All personal protection equipment to include safety vest must be worn while working on equipment. **All repairs will be done in a timely manner with machine returned to operation within 72 hours. An Equivalent machine will be provided after the 72 hours for County use or until the County machine is back in operation.**

Failure to meet service support time line will result in a penalty of one hundred (\$100.00) dollars per hour and/or part thereof.

If repairs cannot be completed on landfill site, all transportation to and from the Landfill shall be borne by the equipment supplier.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

TM & R 7,500 hours/ 5 years

Year one: \$ _____

Year two: \$ _____

Year three: \$ _____

Year four: \$ _____

Year five: \$ _____

Bidder must provide a current listing of their customers of which they are actively participating in a valid TM&R contract for a recently sold machine within the last five years.

Company Name: _____ Contact name & number
(Attach as a separate List to the vendors bid)

Bond: Contractor shall provide a Separate Performance Bond for each of the following: covering the term of the (1) Guaranteed Buy Back and (2) TM&R, for the equipment in bid package. Bonds are due at time of award of bid.

MEETS _____ Exceeds _____ Exceptions _____

Comments: _____

GENERAL: Unit shall be furnished completely assembled, serviced and ready for immediate use. Dealer must supply a demo machine at the request of Lexington County before purchase of machine out for bid. The right is reserved to reject any and all bids proposing equipment which is deemed unsatisfactory for the County's use. Lexington County reserves the right to purchase the unit it feels is most beneficial to the County when considering the quality and features of each.

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: B15017-10/29/14S

DATE: OCTOBER 6, 2014

OPENING DATE AND TIME: *October 29, 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 **Full Track Compost Windrow Turner with Watering System** in accordance with the specifications, conditions, and provisions as applicable to this solicitation. All prices are to include all applicable shipping costs. Items may be awarded to more than one vendor if it is in the best interest of the County.

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

| ITEM NUMBER | QTY U/I | DESCRIPTION MFG/MDL/STK # | TOTAL PRICE |
|-------------|---------|--|-------------|
| 01 | 1 each | Full Track Compost Windrow Turner with Watering System In accordance with bid specifications. | \$ _____ |

MANUFACTURER: _____ **MODEL:** _____

Delivery _____ Days after Receipt of Order

| | | | |
|----|------|---|----------|
| 02 | 1 LT | <u>Guaranteed Buy Back:</u> | |
| | | 7,500 Hours 60 months old, whichever is greater | \$ _____ |
| | | 8,500 Hours 72 months old, whichever is greater | \$ _____ |
| | | 9,500 Hours 84 months old, whichever is greater | \$ _____ |
| 03 | 1 LT | <u>TM & R 7500 Hours/5 Years</u> | |
| | | Year 1 | \$ _____ |
| | | Year 2 | \$ _____ |
| | | Year 3 | \$ _____ |
| | | Year 4 | \$ _____ |
| | | Year 5 | \$ _____ |

Bidder Checklist:

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

_____ Bid Bond
 Initial

_____ Acknowledgment of Amendment
 Initial Number ___ - ___

_____ Certificate of Familiarity
 Initial

BIDDER: _____ **SIGNATURE:** _____

The attached Certificate of Familiarity must be returned with bid.

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 BUSINESS PROPERTY TAXES?

___ YES/___ NO

TO: ANGELA M. SEYMOUR, PROCUREMENT OFFICER
FAX: 803-785-2240 or Email your questions to aseymour@lex-co.com

REQUEST FOR WRITTEN RESPONSE TO QUESTIONS
BID NO. B15017-10/29/14S
FULL TRACK COMPOST WINDROW TURNER WITH WATERING SYSTEM

Deadline for questions is October 15, 2014 @ 4:00 PM E.S.T.
All questions must be submitted in writing.

OFFEROR NAME AND ADDRESS:

DATE:

CONTACT PERSON:

TELEPHONE #:

FAX #:

(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER WHEREVER POSSIBLE)