



***Request for Proposal 2009-06
FLEET MAINTENANCE AND MANAGEMENT SERVICES
NEWBERRY COUNTY, SOUTH CAROLINA
May 8, 2009***

Read all parts of the solicitation package thoroughly.

Follow all instructions exactly as written.

Return all paperwork requested.

Sign all documents as required.

Submit your complete package on or before the date required, before the time requested.

All cost and prices given must be in United States of America's currency.

Newberry County shall not be liable for any incidental or consequential damages arising from or as a result of the electronic transmission of this document, acknowledgements, or other data hereunder. In the event of receipt of an electronic document that is garbled in transmission or improperly formatted the Director of Procurement must be notified immediately for issuance of hard copy.

Failure to comply with the above could result in being declared non-responsive and may cause your Proposals to not be considered.

Chosen vendor must be readily available to occupy the building on July 1, 2009 and fully functional. County Council will award the contract on June 11, 2009 and notification will be made to the contractor on June 12, 2009.

Newberry County utilizes Wright Express for fuel purchases for its fleet. The most current statement is available for informational purposes on the County website at www.newberrycounty.net/purchasing. This listing is only for those vehicles that obtained fuel in the previous month; the fire and rescue squads may not have all their vehicles listed as they do not purchase fuel every month for all their ambulances and fire trucks.

All Questions must be addressed to the Person Listed in Block 3 of Section "A" Prior to Completing and Submitting Proposals

Contracting Officer or Authorized Representative: Crystal Waldrop, CPPB	Signature:	Date: May 8, 2009
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RFP 2009-06 Fleet Maintenance and Management Services

1. Solicitation Contents:

Sections	Form Description	# of Pages	Return with Proposal
Cover Page	Cover Page	1	No
Table of Contents	Table of Contents	1	No
Section - A	Solicitation, Offer & Award	1	Yes
Section - B	General Conditions	18	No
Section - C	Statement of Assurance, Compliance and Noncollusion	1	Yes
	Drug Free Workplace	1	Yes
	No Response Form (Return Only If Not Participating)	1	Yes
Section - D	General Information	1	No
Section - E	Special Conditions	18	No
Section - F	Requirements	20	No
Section - H	Advertisement	1	No
	"Appendix A" FY 08-09 Vehicle Listing	40	No
	"Appendix B" Sheriff's Office Vehicle Listing	2	No
	"Appendix C" Public Works Heavy Equipment	1	No

2. <u>Acknowledgment of Amendments</u>	Amendments #	Date	Amendments #	Date
Vendor acknowledges receipt of the following amendment(s) to the solicitation (give number and date of each)				

Section - A

Solicitation Offer & Award

Solicitation – B

General Conditions

1. ACCIDENTS:

The Offeror shall hold the County harmless from any and all damages and claims that may arise by reasons of negligence on the part of the Offeror, his agents, or employees in the performance of this contract. In case of any action brought therefore against the County or any of its agents or employees, the Offeror shall assume full responsibility for the defense therefore, and upon his failure to do so on the proper notice, the County reserves the right to defend such motion and charge all cost thereof to the Offeror. The Offeror shall take all precautions necessary to protect the public against injury

2. ADVICE:

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

3. AFFIRMATIVE ACTION:

The Offeror shall take affirmative action in complying with all Federal, State and County requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, national origin and/or physical handicap

4. AMBIGUOUS OFFERS:

Offers that are uncertain as to terms, delivery, compliance requirement, and/or specifications, may be rejected or otherwise disregarded.

5. AMENDMENTS:

All amendments to and interpretations of this agreement shall be in writing. Any amendments or interpretations that are not in writing shall not legally bind the County and or its agents. It is the Offeror's responsibility to acknowledge receipt of amendments either by signing and returning one (1) copy of the amendment or by letter.

6. ANTI-COMPETITIVE PRACTICE:

Offerors that developed or drafted specifications, requirements, statement of work, Request for Bids, or Request for Proposals from this agreement shall be prohibited from participation in this proposed procurement.

7. ANTI-KICKBACK PROCEDURES

a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to any prime Offeror, general Offeror employee, Subcontractor, or Subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person," as used in this clause, means a corporation, partnership, and business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the County for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"General Contractor" as used in this clause, means a person who has entered into a contract with the County.

"General Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a Prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a General Contractor or Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the General Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier Subcontractor.

b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from.

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a general Offeror to the County or in the contract price charged by a Subcontractor to a General Contractor or higher tier Subcontractor.

c) (1) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Offeror has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Offeror shall promptly report in writing the possible violation. Such reports shall be made to the Procurement Director and the County Attorney.

(3) The Offeror shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may

(i) offset the amount of the kickback against any monies owed by the County under the prime contract and/or

(ii) direct that the General Contractor withhold from sums owed a Subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the County unless the County has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the General Contractor shall notify the Procurement Director and the County Attorney when the monies are withheld.

(5) The Offeror agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

8. ASSIGNMENT OF CONTRACT:

No contract may be assigned, sublet, or transferred without a written consent of the Director of Procurement. The solicitation, specifications, scope of work, proposal and negotiated results between the County and Offeror shall constitute the entire contract.

9. AUDIT:

Offeror shall keep accurate records and books of account showing all charges, disbursements or expenses made or incurred by Offeror in the performance of the service herein. County shall have the right, upon thirty days notice, to audit at any time up to one year after payment of its final invoice, the direct costs, expenses, and disbursements made or incurred in connection with the services to be performed herein as well as for the validity of the representations made and in the compensation provisions of this Agreement, and may examine Offerors books and records relating to these several areas. County may execute a technical audit of project progress at any time during the duration of the contract. County will allow a minimum of 72 hours of notice of a pending onsite inspection of project materials. Materials to be inspected may include, but are not limited to, project progress reports, and data acquisition, logs from image processing, rectification, etc., procedure manuals, and QA/QC procedures manual.

10. CHANGES

All changes and claims for extra cost shall be in writing. The parties have the opportunity to make changes by written change order, with contract price and the time for completion being adjusted accordingly; and with the mutual acceptance by both parties

11. COMPENSATION:

COUNTY agrees to pay Offeror as compensation for Work and service provided fees in the amount agreed on, payable in installments for work confirmed as accepted and meeting the standard of quality to which agreed no later than thirty days after receipt of invoice by the County.

12. COMPLETE DOCUMENTS:

Plans, Specifications, General Conditions, Special Conditions, Requirements and all Supplementary Documents, will be essential parts of agreed on Contract and requirements occurring in one are as binding as though occurring in all.

13. CONTRACT ADMINISTRATION:

The County Administrator shall have the authority to act on the behalf of the County to make binding decisions with respect to this agreement. Questions or problems arising after award of this contract shall be directed to the Director of Procurement, Post Office Box 156, 1309 College Street, Newberry, South Carolina 29108.

14. COUNTY FURNISHED DATA

All data and materials, negatives, diapositives, models, photographs, maps, plans, specifications, drawings, or other County furnished property shall remain the exclusive property of County. Offeror agrees by executing this agreement that such County property will be used for no purpose other than for work for County under this agreement. Offeror shall sign and deliver written itemized receipts for all such property and shall be responsible for its safekeeping. Upon conclusion of the work/services hereunder, all such property shall be returned to the County.

15. COUNTY'S RIGHTS OF OWNERSHIP:

Except for Offeror's proprietary software and materials, and the proprietary Operating System Software, all data, plans, drawings, images, materials, documentation (including electronic files or documents), and applications generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Offeror shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this agreement, without the written consent of the Purchasing Director. Any external requests to procure these data or materials must be forwarded to the County.

16. COVENANTS AGAINST CONTINGENT FEES:

The Offeror warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

17. DEFAULT

In case of default, the County reserves the right to purchase any or all items in open market, charging Offeror with any excessive costs. Should such charges be assessed, no subsequent Proposals of the defaulting Offeror shall be considered until the assessed charge has been satisfied.

18. DEFINITIONS:

- a) Newberry County Government hereinafter will be referred to as "County".
- b) "Contracting Officer" shall be the person occupying the position of the Director of Procurement, County Administrator and/or Public Works Director.
- c) "Offeror" or "Proposer" shall be the firm submitting a proposal or bid for the pending acquisition.
- d) All references to days in this solicitation mean calendar days.
- e) All references to "shall", "must", and "will" are to be interpreted as mandatory language.
- f) Request for Proposals, Bids, and Qualifications are procurement method selected for pending acquisition and will be referred to as "RFP", "RFB" or "RFQ".

19. DISCREPANCIES AND OMISSIONS

In case of discrepancies in the Plans, calculated dimensions shall govern. Any omissions from the Specifications as to items of equipment and material or quantities therefore, the Plan shall govern. It shall be the responsibility of the Proposer to call to the attention of the Procurement Director obvious omissions of such magnitude as to affect the strength, adequacy, function, operation, completeness, or cost of any part of the work in ample time for amendment by Addendum prior to the opening date.

20. DISCUSSIONS:

Offeror shall not attempt to negotiate with the using department or other parties, and shall not discuss any aspects of the procurement without prior written approval of the Director of Procurement.

21. DOCUMENTATION AND PROJECT COMPLETION:

Upon completion of the project, Offeror shall furnish, at no extra charge all closeout documentation including:

- Signed project completion notice approved, in writing, by County's Contracting Officer and Contracting Officer's Representative;
- Warranties and/or guarantees,
- Project-related training materials and/or training plan;
- Any licensing;
- Contracted or plan for tech support, when appropriate;
- All required deliverables

The County, Contracting Officer and the Contracting Officer's Representative will recognize each project as complete only upon written confirmation.

22. DRUG FREE WORKPLACE ACT:

The Offeror and the County agrees to comply with the requirements set forth in Title 44, Code of laws of South Carolina, 1976, Chapter 107, and shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Offeror is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this agreement.

23. EXAMINATION OF RECORDS:

The Administrator of Newberry County or his duly authorized representative(s), and/or duly authorized representative from the office of the Procurement Director shall until three (3) years after final payment under this contract, have access to and the right to papers and other records involving transactions related to this contract.

24. EQUAL EMPLOYMENT OPPORTUNITY

Offeror agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin; and to take affirmative action to employ and treat employees without regard to such factors. Offeror will provide information and submit reports on employment as County requests.

25. FAILURE TO SUBMIT SOLICITATION

Recipients of this solicitation not responding should not return this solicitation, unless it is specified otherwise. Instead, they should advise the issuing office by letter or a postcard whether they want to receive future consideration for similar requirements. If a recipient does not submit a solicitation or fails to respond by submitting a "no Response" for three (3) consecutive bids for the same commodity, they shall be removed from the applicable Vendor list.

26. FORCE MAJEURE:

The Offeror shall not be liable for any excess costs if the failure to perform the contract arises out of cause beyond the control and without the fault or negligence of the Offeror. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Offeror and Subcontractor and without fault or negligence of neither of them. The Offeror shall not be liable for any excess costs for failure to perform, unless supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Offeror to meet the required delivery schedule.

27. GOVERNING LAWS/DISPUTES

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement that is not disposed of by agreement between Offeror and the County shall be decided by a court of competent jurisdiction of the County of Newberry in the State of South Carolina, in accordance with the laws of South Carolina

28. GRATUITIES

County prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Offeror or its employees shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of County.

29. GUARANTEE:

The Offeror shall guarantee all workmanship and materials utilized in and for this contract being furnished for a period of not less than the contract term after the final inspection and acceptance of the deliverables. When defects of faulty material is discovered during the guaranteed period, the Offeror shall, immediately, upon notification by the County, proceed at own expense, to repair or replace the same, together with any damage to all the finished deliverables that may have been damaged as a result of omission and/or workmanship.

30. IMPROPER INFLUENCE:

The Contracting officer is the person occupying the position of the Director of Procurement or the County Administrator. He/She is the only authorized "Agent" of the Country, and he/she is responsible for all contractual affairs of the contract to include service delivery. The Contracting Officer shall appoint, in writing, a technical representative to help him monitor performance. This individual shall be a county employee and hereinafter referred to as the Contracting Officer Representative (COR). The Offeror must use this chain of communications at all times on all aspects of this contractual relationship.

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the Contracting Officer is hereby prohibited. Violation of this provision may result in suspension or debarment. Aggrieved Offerors are encouraged to use the County policy on any matter related to this contract.

31. INDEMNIFICATION:

Offeror shall indemnify, defend and hold harmless the County, its employees, and directors, each from and against all loss, damage, claims, and actions, and all expenses incidental to such claims or actions, including but not limited to liability as a result of injury to or death of any person, based upon or arising out of damage to property or injuries to persons or other tortuous acts caused or contributed to by the Offeror or anyone acting under its direction or control or in its behalf in the course of its performance under this agreement, and directly or indirectly caused, in whole or in part, by acts or omissions, negligence or otherwise, of Offeror or a Subcontractor or an agent of the Offeror or an employee of anyone of them, regardless of the negligence of the County or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole negligence or willful misconduct. Upon request of the County, Offeror shall, at no cost or expense to the County, defend any suit asserting a claim for any loss, damage or liability specified above, and Offeror shall pay any cost and attorneys' fees that may be incurred by the County in connection with any such claim or suit or in enforcing the indemnity granted above.

32. LICENSES, PERMITS AND CERTIFICATES

The Offeror at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this agreement.

33. MATERIALS REQUIRED:

Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacturer with all applicable local and state laws pertaining hereto. The right is reserved to reject and return at the risk and expense of the Contractor such portion of any shipment, which may be defective or fail to comply with specifications, and without validating the remainder of the order.

34. NON-APPROPRIATIONS

Any contract entered into by the County shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year as stated in the Newberry County Code of Ordinances, Chapter 34.86.

35. NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

- notice may be by means other than those listed, other than oral;
- parties must acknowledge the receipt of any notice delivered in person;
- date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and
- either party may change its address by written notice within ten calendar days to the other.

County:

*Newberry County
Attn: Wayne Adams, County Administrator
Post Office Box 156
Newberry, SC*

With a carbon copy to:

*Newberry County Office of Procurement
Attn: Crystal Waldrop, Director
Post Office Box 156
Newberry, SC 29108*

36. OFFEROR'S QUALIFICATIONS:

Offeror must be regularly established in the business called for, and by executing this agreement certifies that they are financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them to complete this contract. Offeror certifies that they are able to render prompt and satisfactory service in the volume called for under this contract.

County may make such investigation, as it deems necessary to determine the ability of the Offeror to perform the work. The Offeror shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Offeror proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if anytime throughout the term of this agreement the evidence submitted by, or investigation of, the Offeror fails to meet all requirements as stipulated or satisfy the County that the Offeror is properly qualified to carry out the obligations of the contract and to complete the work

37. OFFEROR'S RESPONSIBILITY

The Offeror certifies that he/she has fully acquainted himself/herself with conditions relating to the scope, and restrictions attending the execution of the work under the conditions of this agreement. The failure or omission of a Offeror to acquaint himself/herself with existing conditions shall in no way relieve the Offeror of any obligation with respect to this contract.

38. OR "APPROVED EQUAL" CLAUSE:

Certain processes, type of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the word "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. Proposer must indicate brand names, model, model numbers, size, type, weight, color, etc., of the proposal. If not exactly the same as the item specified, vendor's stock number or catalog number is not sufficient to meet this requirement. The Proposer desires to furnish an item different from the specifications, he/she shall submit, along with the proposal, information, data, pictures, designs, cuts, etc., of the material he/she plans 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.

39. ORDER OF PRECEDENCE

In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: **(a) SPECIAL CONDITIONS, (b) REQUIREMENTS (c) SPECIFICATIONS, (d) GENERAL CONDITIONS, (e) ADDENDA, IF ANY**

40. OTHER WORK

The County shall have the right to perform or have performed similar or such other work, as it may desire while Offeror is performing work. The Offeror shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

41. PACKAGING AND DELIVERY:

All shipments shall be FOB to the County's location, as cited on the purchase order(s) and/or contract(s). Purchase order and/or contract number shall be clearly displayed on the shipping container. Furthermore, the parties agree hereto, that delivery by the Offeror to the common carrier does not constitute delivery to the County. Any claims for loss or damage, shall be between the Offeror and the carriers.

42. PAYMENT

Offeror will invoice County each month for services rendered during previous month. Under provisions of the Prompt Payment Act payment terms are "Net 30 days" the County will make every attempt to satisfy the payment request within thirty- (30) calendar days as of receipt of invoice by the Contracting Officer for work confirmed as accepted and meeting the standard of quality to which agreed. The County may pay interest to Offeror at a rate equal to **0.001%** on sums, which the County fails to remit to the Offeror any undisputed portions within thirty - (30) days from date of Contracting Officer receipt of a valid and correct invoice on any unpaid amount for each month or fraction thereof, that such payment is delinquent due no fault of Offeror. Invoices shall be submitted periodically for the amount of work carried out and approved as accepted in that period. Invoices submitted for payment for services provided under this contract, shall contain as a minimum:

- Name of business concern;
- Contract number;
- Project number;
- Complete description of services;
- Cost/price of services actually delivered;
- Name; title; telephone number and complete mailing address of responsible official to whom payment is to be sent.
- shall be sent to the COR for the project at least four weeks prior to desired payment date.
- with the submission of any application for payment, Offeror must submit a schedule of values for the various parts of the work accomplished.
- Each month (or at such regular intervals as the parties may decide), County shall pay Offeror 90 percent of the value of the work

- Balance shall be paid upon completion of all work and County's final acceptance of all work.
- Option: After filing a Notice of Completion, County shall pay Offeror a sum sufficient to increase the total payments to 90 percent of the contract price (Completion Payment). No later than sixty days after filing of the Notice of Completion and upon receipt of a full and complete release of all liens or lien bonds, County shall pay the unpaid balance to Offeror (Final Payment).
- Payment does not constitute acceptance of defective or nonconforming work or work with errors or omissions or otherwise relieve Offeror of any obligation under the contract.
- The County may disputes the value and quality of the work in question
- The County shall have the right to withhold payments from the Offeror due to actual or prospective loss due to defective or nonconforming work;
- damage or cost for which Offeror is liable;
- amounts representing Offeror's inability to complete the work or breach of any terms or conditions of the contract,

Invoices submitted periodically for the amount of work carried out and approved as accepted in that period shall be sent to:

*Newberry County
Post Office Box 156
Newberry County, SC 29108
Attn: Accounts Payable*

43. PERMITS, LAWS, AND REGULATIONS

The Offeror will comply with "all applicable laws and regulations" and agrees to at a minimum comply with:

- The Fair Labor Standards Act;
- Statutes regarding qualification to do business;
- Statutes prohibiting employment discrimination;
- OSHA (e.g., all materials and services furnished meet or exceed OSHA safety standards);
- EPA regulations;
- Governmental price regulations/orders (as required by law, Offeror will deliver proof that materials sold or installed and services rendered comply with price regulations) if a federal grant project.

The Offeror shall obtain all permits or licenses required in connection with the work,

give all notices, pay all fees, etc., to ensure compliance with law (unless County elects to procure and pay for same), and shall deliver all proof of compliance to County upon the County's final acceptance of the work.

- Offeror shall report to County any aspect of noncompliance of specifications, drawings, and other contract documents with the law.
- If Offeror cannot procure necessary permits, County may cancel the contract without liability or may procure the permits and deduct the cost thereof from the contract price (only at the discretion of the Director of Procurement/Contracting Officer).

44. PRIME CONTRACTOR, ASSIGNMENT AND SUBCONTRACTING

The Offeror shall be the "Prime Contractor", and the agreement shall be the primary agreement. All other agreements between the County and Offeror shall be subordinate to the primary agreement in the event of conflict between the primary agreement and any other agreements unless, otherwise specifically stated herein, or by mutually executed Amendment hereto. The County shall consider the Offeror to be sole point of contact with regard to all contractual matters of this project.

Offeror hereto without the express written consent of the Contracting Officer shall not assign obligation under this agreement to another party.

If any part of the work covered by the agreement is to be subcontracted, the Offeror shall submit the qualifications of the subcontracting organization and the proposed contractual arrangements to the County for approval prior to execution of the contract. The approved Offeror-Subcontractor contractual agreement, excluding financial information, shall be provided to the County. Approval by the County of such subcontract shall not in any way relieve Offeror of any of their obligations, responsibilities, or liabilities, under this agreement, regardless of the nature and conditions of such Subcontractor services and actions on Offeror's behalf.

45. PROHIBITION OF GRATUITIES:

Amended Section 8-13-720 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. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grandparent or relative from making a gift to a child, grandchild or other close relative for love and affection except as hereinafter provided."

46. PROJECT ORGANIZATION

It is expected that Offeror will be dealing with various members of the County's Staff during the course of this agreement. To establish a clear line of communications, a Contracting Officer

Representative (COR), acting as Project Manager, shall be appointed to oversee and coordinate all aspects of the work. He/she shall be the focal point of contact with the Offeror.

47. PROPRIETARY INFORMATION:

Offeror(s) shall visibly mark as "Confidential" each part of their proposals which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as "Confidential," there must be attached to that part an explanation of how the information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this may be brought against the County or its agent for its determination in this regard.

48. PUBLICITY RELEASES:

Offeror agrees not to refer to award of this contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

49. QUALIFICATIONS:

a) Solicitations shall be considered only from Offerors who are regularly established in the business called for, and who in the judgment of the Owner are financially responsible and able to show evidence of their reliability, ability, experience, facilities and personnel directly employed or supervised by them, to render prompt and satisfactory service in the volume called for under this contract.

b) The Owner may make such investigations as he deems necessary to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to the Owner all such information and data for his purpose as the Owner may request, including, if requested, a detailed list of the equipment which the Offeror proposes to use, and a detailed description of the method and program of the work he proposes to follow. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

50. QUALITY OF PRODUCT:

Unless otherwise indicated in this solicitation, it is understood and agreed that any item offered or shipped shall be new and in first class condition, that all containers shall be new and suitable for storage and/or shipment, and that process include standard commercial packaging. For "information technology" procurements, if items are other than new (i.e. remanufactured or refurbished) are being proposed, the Offeror must obtain written permission to offer such items at least five (5) days in advance of RFB receipt date from the Director of Procurement.

51. REJECTION

(a) Any Submittal that fails to conform to the essential requirements of the Request for Proposal (RFP) shall be rejected.

(b) Any Submittal that does not conform to the applicable *requirements and specifications* shall be rejected unless the RFP authorized the submission of alternate Submittals and the Submittal offered as alternates meet the requirements specified in the invitation.

(c) Any Submittal that fails to conform to the delivery schedule or permissible alternates stated in the RFP shall be rejected.

(d) A Submittal shall be rejected when the Vendor imposes conditions that would modify requirements of the invitation or limit the Vendor's liability to the County, since to allow the Vendor to impose such conditions would be prejudicial to other Vendor's. For example, Submittals shall be rejected in which the Vendor-

(1) Protects against future changes in conditions, such as increased costs, if total possible costs to the County cannot be determined;

(2) Fails to state a price and indicates that price shall be "price in effect at time of delivery;" states a price but qualifies it as being subject to "price in effect at time of delivery;" requires that the County is to determine that the Vendor's product meets applicable County requirements and specifications; or

Limits rights of the County under any contract clause

- A Vendor may be requested to delete objectionable conditions from a Submittal provided the conditions do not go to the substance, as distinguished from the form of the Submittal, or work an injustice on other Vendor's. A condition goes to the substance of a Submittal where it affects price, quantity, quality, or delivery of the items offered.
- Any Submittal may be rejected if the Contracting Officer determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the Submittal, but the prices for individual line items as well.
- Any Submittal may be rejected if the prices for any line items or sub-line items are materially unbalanced.
- Submittals received from any person or concern that is suspended, debarred, proposed for debarment or declared ineligible as of the Submittal opening date shall be rejected unless a compelling reason determination is made.
- The Contracting Officer must reject Submittals received from concerns determined to be non-responsible.
- When a Submittal guarantee is required and a Vendor fails to furnish the guarantee in accordance with the requirements of the Submittals, the Submittal shall be rejected.
- The originals of all rejected Submittals, and any written findings with respect to such rejections, shall be preserved with the papers relating to the acquisition.

52. SECURITY – COUNTY'S RULES:

In consideration of the security responsibility of the County, the Contracting Officer or designee reserves the right to observe Contractor's/vendor's operations and inspect the related areas. Moreover, Contractor/Vendor agrees to abide by any and all of the County's rules and regulations, procedures and General Orders, as well as any directives by the County Administrator, Contracting Officer or designee regarding Offerors performance when operating on or in County's property under the terms and conditions of this agreement. Contractor/Vendor agrees to provide the names of employees assigned to work in and on the County's property and that the County may make criminal background record checks, and County may require Contractor/Vendor to provide criminal background record checks. Contractor/Vendor is also required to provide a certified medical certificate stating that each proposed employee is free from communicable diseases. The Contracting Officer or designee reserves the right to require all of Contractor's/Vendor's employees, Contractors/Vendors, and sub-contractors accessing County property to have the company's identification with photograph, name, and position of the employee at the Contractor's/Vendor's sole expense. The Contractor/Vendor must issue photo identification cards if requested by County and require it to be worn by its employees whenever they are present on or in the County's property. Persons not previously screened for admittance shall not be admitted on or in the County's property without proper notification and authorization from the Contracting Officer or designee.

The County reserves the right, upon showing probable cause to search the employees of the Contractor/Vendor while in or on County's property.

Contractor/Vendor is responsible for identifying fire escape routes in County facilities.

Contractor's/Vendor's employees shall comply with the County's written policies and procedures relating to County's security. Contractor's/Vendor's employees shall also comply with all of the County's rules concerning the use of the working areas.

Contractor's/Vendor's representative shall report any unusual occurrences immediately to the Contracting Officer or designee. It shall be the responsibility of Contractor/Vendor to secure any assigned areas before exiting the County's facilities, unless notified in writing by the Contracting Officer or designee to do otherwise.

53. SPECIFICATIONS:

Any deviation from the specifications indicated herein must be clearly pointed out, otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful Bidder shall be held responsible therefore. Deviations must be explained in detail on separate sheets and be attached to the submitted proposal.

54. SEVERABILITY:

If any term of provision of any contract resulting from this solicitation shall be found to be illegal or unenforceable, notwithstanding any such legality or unenforceability, the remain of said contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

55. STATEMENT OF COMPLIANCES AND ASSURANCES:

Offeror(s) to be eligible for consideration shall be required to certify in writing, that the firm or agency represented in the proposal submitted, complies with all applicable federal and state laws/regulations and County ordinances.

a. Offeror(s), shall be required to provide with each proposal, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.

b. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Offerors and be part of each solicitation.

56. SERVICE DATA MANUALS:

The contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operating and maintenance instructions (to include pictures, illustrations, and schematics and complete repair/test guides as necessary). When applicable, it shall include electrical data and connection diagrams for all utilities. The instruments shall also contain a complete list of all replaceable parts, showing part numbers, nomenclature and quantity required.

57. SOUTH CAROLINA LAW CLAUSE:

The Offeror must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact, that applicable statutes may be authorized and/or licensed to do business in this state, by signing this agreement, the Offeror agrees to subject itself 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 of taxes, licenses or fees levied by the State/County.

58. SUBCONTRACTS:

Offeror shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Offeror proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed Subcontractor(s), with the proposed scope of work, which its Subcontractor is to undertake. The County shall have the right to reject any Subcontractor, which it considers unable or unsuitable to satisfactorily perform. Offeror shall not enter into any contracts with any proposed Subcontractor without County's prior written authorization.

Notwithstanding any consent by the County to a proposed subcontract, Offeror shall remain responsible for all subcontracted work and services. Offeror agrees it shall be as fully responsible to the County for the acts and omission of its Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Offeror.

Neither this provision, this contract, the County's authorization of Offeror's agreement with Subcontractor, County's inspection of a Subcontractor's facilities, equipment or work, or any other action taken by the County in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the County. Offeror shall include in each of its subcontracts a provision embodying the substance of this article and shall exhibit a copy thereof to the County before commencement of any work by a Subcontractor. Offeror's violation of this

provision shall be grounds for the County's termination of this contract for default, without notice or opportunity for cure.

In addition, Offeror indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any Subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

59. TERMINATION:

County shall have the right to terminate this Agreement in whole or in part for its convenience at any time during the course of performance by giving thirty- (30) days written or electronic notice. Upon receipt of any termination notice, Offeror shall immediately discontinue services on the date and to the extent specified in the notice. Offeror shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in said notice, not previously reimbursed by County to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Offeror prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or anticipatory profit, nor shall such costs exceed the total price of any individual supplement or Project Release.

County may also cancel or terminate for default this Agreement in whole or in part by thirty (30) days written or electronic notice to Offeror:

if Offeror shall become insolvent or make a general assignment for the benefit of creditors; or

if a petition under the Bankruptcy Act is filed by Offeror; or

if Offeror becomes involved in some legal proceedings that in the opinion of County interfere with the diligent, efficient performance and satisfactory completion of the services; or

if Offeror fails to make delivery of the supplies or to perform the services within the time specified or any County-authorized extension thereof.

60. TIME OF COMPLETION:

Date of delivery shall be a consideration factor in the awarding process. The Proposer shall include with this proposal delivery dates for each item as requested, and shall furnish all items in accordance with the solicitation unless an extension was granted by the Director of Procurement, in writing. Contractor must be available to occupy the County facility within two (2) weeks of award.

61. WAIVER:

The County reserves the right to waive any provisions of the General or Special Conditions, or specification deviations.

Section - C

*Statement of Assurance,
Compliance &
Non-collusion*

Drug Free Workplace

No Response Form

Statement of Assurance, Compliance and Non-collusion

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) The undersigned, as Vendor, certifies that every provision of this Proposal have been read and understood.
- (2) The Vendor hereby provides assurance that the firm represented in this Proposal:
 - (a) Shall comply with all requirements, stipulations, terms and conditions as stated in the
 - (b) Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
 - (c) Is not guilty of collusion with other Vendors possibly interested in this Proposal in arriving at or determining prices and conditions to be submitted; and
 - (d) No person associated with Vendor's firm is an employee of Newberry County. Should Vendor, and if Vendor's firm has any currently existing agreements with the County, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
 - (e) That such agent as indicated below, is officially authorized to represent the firm in whose name the Proposal is submitted.

Name of Firm:

Name of Agent:

Signature & Title:

Address:

City, State & Zip:

Telephone:

Subscribed and sworn to me this _____ day of _____, 20_____.

_____ My commission expires:
(Title)

NOTARY SEAL:

Drug Free Workplace Act Statement

The undersigned hereby certifies that he/she understands and is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47, as set forth in item #22 of the general conditions of this solicitation.

Name of Company: _____

Agent of Company: _____

Signature of Agent: _____

Date: _____

Subscribed and sworn to me this _____ day of _____, 20____.

_____ My commission expires:

(Title)

NOTARY SEAL:

No Proposal Response

If a "No Proposal" is to be submitted, please check the appropriate box(es) below and return this form, prior to the Proposal due date, to:

Newberry County Office of Procurement
Post Office Box 156
1309 College Street
Newberry, SC 29108

Cannot respond to this solicitation due to the following reason:

- Do not sell or provide the requested goods or services
- Cannot comply with specifications/statement of work
- Specifications/statement of work is unclear
- Cannot meet delivery or period of performance
- Delivery/period of performance is unreasonable
- Cannot meet the bond requirements
- Not enough time to prepare Proposal
- Plan to subcontract
- Job is too large
- Job is too small
- Other(please specify) _____

Company: _____

Phone/Fax: _____

Company Rep.: _____

Signature: _____

SECTION – D

GENERAL INFORMATION

ABOUT NEWBERRY COUNTY

About Newberry County

A part of the Central Midlands region of South Carolina, Newberry County (population 38,326) is known for its growing manufacturing base, historic architecture, and outstanding cultural offerings. Located on Interstate 26 between Greenville and Columbia, Newberry County is positioned for rapid growth. Bordered by Lake Murray and within 20 minutes of the Columbia metro area, the county is experiencing an increase in both businesses and individuals desiring small town atmosphere and urban convenience.

The City of Newberry, named as one of America's Top 100 Small Towns, is home to the historic Newberry Opera House which attracts more than 100,000 visitors annually. Newberry College, a private four-year liberal arts school, is experiencing growing enrollment and is the first school in South Carolina to offer a forensics concentration for chemistry majors. Furthermore, Piedmont Technical College-Newberry is PTC's largest satellite campus serving 500 students.

SECTION – E

SPECIAL CONDITIONS

SPECIAL CONDITIONS

A. INSTRUCTIONS

1. False Statements in Submittal of Proposals: Proposers must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in solicitations will be debarment or suspension from participating in Newberry County solicitations, purchasing and award of contracts for a period as prescribed by the Director of Procurement. Newberry County does not waive its rights to seek further actions.
2. Submission of Offers in the English Language: Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.
3. Submission of Offers in U.S. Currency: Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.
4. A Mandatory Pre-Proposal Conference will be conducted at ***3:00 p.m., Eastern Standard Time, Friday, May 15, 2009*** at the following address: ***1309 College Street, Newberry SC 29108, meeting will be in the Courthouse Annex Building.*** For directions please call ***(803) 321-2100***. A visit to the maintenance facility will be conducted at that time and can be coordinated for participants who would like a tour after the pre-proposal conference.
5. Proposals shall be publicly received and the name of the submitting parties shall be recorded at the time and place indicated by ***Section A, Item # 5; Section E, Paragraph # 8*** and the Advertisement of this solicitation.
6. Proposals shall be made in the official name of the firm or individual under which business is conducted (showing official business address) and shall be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. In addition, the Federal Identification Number (FEIN) or in its absence, the Social Security Number of the individual issuing the invoices must be included.
7. Proposer(s) are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
8. Four (one original and three copies) sealed proposals clearly marked: ***"RFP-2009-06, Fleet Maintenance and Management Services"*** shall be submitted in an enclosed and secured envelope/container. The envelope/container shall be addressed to the

***Newberry County Office of Procurement
1309 College Street
Post Office Box 156
Newberry, SC 29108***

9. Proposals shall be accepted until **3:00 p.m., Eastern Standard Time, Friday, May 29, 2009**. Proposals received after the above date and time shall not be considered. It is the sole responsibility of offerors to ensure timely delivery.
10. In the event that a proposal is unintentionally opened prior to the official time set for the opening, the employee opening such a proposal shall immediately sign the envelope, state his position/title and deliver it to the Director of Procurement.
11. Mistakes may be crossed out and corrections inserted adjacent thereto, and shall be initialed in ink by the person signing the proposal.
12. The County shall not accept responsibility for unidentified proposals.
13. The County shall not be liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne by the Proposer.
14. In case of non-appropriation of funds, the County may terminate the contract in whole or in part without further obligation to the Proposer.
15. It is the intent and purpose of Newberry County that this solicitation permits competition. It shall be the Proposer's responsibility to advise the Director of Procurement in writing if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification shall be submitted in writing, and must be received by the Office of Procurement at least five calendar (5) days prior to proposal receipt date. A review of such notification shall be made.
16. Every effort has been made to ensure that all information needed is included in this document. If the Proposer finds that he/she cannot complete his/her response without additional information, he/she may submit written questions to the Office of Procurement at least five calendar (5) days prior to proposal receipt date. No further questions will be accepted after this date.
17. When applicable, South Carolina Sales Tax shall be shown as a separate entry on offer total summation. In other words, there shall be a proposal subtotal with S.C. Tax added in to create a grand total. When required, exemption certificates shall be furnished on forms provided by the Proposer. Newberry is not tax exempt and our sales tax is 7%.
- 18. Proposal Package**
 - (a) Proposals shall be complete and carefully worded, and must convey all of the information requested by the County. If significant errors are found in the proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County, and the County alone, will be the judge as to whether that variance is significant enough to reject the proposal.
 - (b) Proposals are to be prepared simply and in a manner designed to provide the County with a straightforward presentation of the Proposers capability to satisfy the requirements of this RFP.

- (c) The proposal must, therefore, follow the RFP format, utilizing the same section titles and paragraphs. Elaborate brochures and other promotional materials are not desired.
- (d) Each copy of the proposal should be bound in a single volume where practical. If your proposal includes any comments over and above the specific information requested in our RFP, you are to include this information as a separate appendix to your proposal. Each of the following items should start on a new page, providing as much pertinent information as necessary.

Each page should be numbered (preferably sequentially through the proposal response).

Title Page. The name on the Title Page must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided. Offerors shall specify the section(s) containing trade secrets or proprietary information and section(s) containing exceptions.

Include a complete Table of Contents

- (e) Transmittal Letter

This letter is to be a brief letter, which includes the following sections:

1. Name and address of proposer;
2. Name, title and telephone number of the contact person for the proposer;
3. A statement that the proposal is in response to this RFP;
4. The signature, typed name and title of the individual who is authorized to execute a contract;
5. The person signing the proposal must be an official agent of the company and signature must be notarized.

- (f) Experience of the Offeror, Offeror's Staff, and Subcontractors

(i) Include a brief statement of the Offerors experience and history in providing the services stated in the Scope of Services If subcontractors will be used, they should be identified and their qualifications included in the proposal. Show only experience directly related to their assigned duties. Priority will be given to experience in providing Fleet Maintenance and Management Services.

(ii) Include a list of clients for which work similar or related to that called for in this solicitation by identifying the clients for which your firm has provided similar services in the past three years.

(iii) List staff to be assigned to the Contract and experience providing similar services to government entities. Provide resumes of staff to be assigned to this project.

(iv) Provide an organizational chart of overall Contractor management, listing staff personnel, line supervision and their relationships to the project.

(g) Project Methodology. Each respondent must address the following:

Specific qualifications of the Offeror to successfully provide services and administer this Contract. Each Offeror shall structure their response with individual tabs/sections detailing their company policies and practices pertaining to the following areas.

1.1 Customer Service

1.2 Invoicing

1.3 Complaints

1.3.1 How resolved

1.3.2 Time frame for resolving

1.3.3 Appeal process

2). Reports available, Management, usage, etc.

3). Operational and Contingency Plans for service provisions, both routine and emergency.

(h) Technical Proposal Preparation:

(1) Introduction.

Company Profile

1. Date organized

2. Describe current Fleet Maintenance and Management Services contracts and those executed within the past three (3) years;

- Type of resources utilized to accomplish previous contracts;

- Date or original operation of contract;

3. Proof of liability insurance as stated under minimum qualifications;

(i) Personnel Staffing

In this section, the proposer should discuss the levels of staffing and minimum qualifications for each position that will be necessary to perform tasks.

(j) Cost/Pricing.

All costs to be incurred and billed to the County should be described by the Offeror to allow for a clear evaluation. The Offeror should understand that the County will not pay any amount not included, which is identified separately as insurance or taxes of any kind; all liability for such items, remains with the Offeror, and that the proposed price quoted must include any such costs (including all applicable taxes and licenses) the Offeror wishes to have included in the transaction which must be described therein.

(i) This portion of the proposal should include the actual costs for the operation. Cost proposals shall include all costs associated with providing the services required in the RFP.

(ii) All prices and quotations shall be entered in ink or type written, and shall remain firm for not less than one hundred twenty (120) calendar days from the last negotiated price/cost. If a final award is not in place by the end of the 120 calendar days, all prices will be considered effective until a contract is entered into unless the county receives a written request that the respective proposer's prices/cost are no longer effective together with revised pricing/cost. The county, taking into consideration the status of the process at the time, the effect on any rankings then in place, and other appropriate factors, will determine whether to allow the revision.

(iii) Proposal Cost Error: Vendors are expected to thoroughly examine the Request for Proposal and all instructions. Preparation of cost extensions shall be at the risk of the vendor.

(iv) Cost: All costs shall be detailed and plainly outlined. Provide a detailed Fee Structure outlining **any and all** costs and/or fees associated with providing the services.

(k) *Program Support Services*

Contractor shall discuss how it will provide the Fleet Maintenance and Management Services to support Newberry County.

(l) *Cost Containment Program*

The proposal shall specify a detailed plan for the implementation and operation of a program to contain costs associated with the Fleet Maintenance and Management Services to support the County.

(m) *Management Information System.*

The proposal shall indicate the method to be used in implementing a system for collecting and analyzing information on the maintenance and management of the fleet.

(n) *References*

All Offerors shall include a minimum of three references from similar projects in size and structure only, which could attest to the Contractor's knowledge, quality of work, responsibilities, conflict resolution skills, timeliness, diligence, and flexibility. Include names, contact persons, and phone numbers and electronic mail address of all references. References will be reviewed and contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by the Offeror.

It is the responsibility of each proposer, before submitting a proposal, to examine the Request for Proposal thoroughly; visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishings of the work area; consider Federal, State and local laws and regulations that may affect cost, progress, performance, or furnishings of the work; and to carefully correlate the observations of the proposer with the Request for Proposal. Vendors shall notify Newberry County in writing, of any and all conflicts, errors or discrepancies in the RFP. All deviations or exceptions from the RFP in the proposer's proposal must be listed and clearly explained under a special section identified as "Deviations and Exceptions to RFP".

19. Proposals must be clearly marked "**Confidential**" for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum Supp.) (Freedom of Information Act). If any part is designated as "**Confidential**", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure.
20. Cost data shall be submitted along with the response to this RFP in a separate envelope marked as "**Cost Proposal**".
21. Contractual engagement and designation shall remain in force for one (2) years, equivalent to seven hundred thirty (730) calendar days, with the parties having the right to extend the agreement by mutual agreement, on a year-to-year basis not to exceed two (2) additional years.
22. Request for Proposals generally result in negotiations. To maintain the integrity of the procurement process, all contacts and discussions shall be directed to the Director of Procurement after the date of pre-proposal conference and the answer and question period. The Director of Procurement may waive this provision on a case-by-case basis, and such waiver shall be documented.
23. Verbal comments or discussions by county associated personnel relative to this solicitation shall not be binding!

B. EVALUATION AND AWARD CRITERIA

INTRODUCTION

GENERAL

A duly appointed Evaluation Team will conduct proposal evaluations. Team members shall assign a rating to each proposal submitted and may establish a "short list" representing the top firms for further evaluation (at the County's discretion), at which time the County reserves the right to establish different evaluation criteria.

A selection team will evaluate each proposal and rank each submittal. The County

reserves the right to request any one of the top ranked submittals or all of the top ranked to appear for oral interviews and or provide electronic presentations in order to further evaluate submittals. Top ranked submittals will be evaluated based on criteria established for the second round of evaluations.

The process may consist of two primary stages: the first is to select some smaller, but not predetermined, number of short listed proposals. The second stage (if utilized or instituted) will be to have these short listed proposals separately evaluated by those primarily affected by this undertaking. The same overall goal applies to both these stages: to determine which proposal is most advantageous to the County taking into consideration cost and the other evaluation factors set forth in the RFP and such different evaluation criteria as established internally for the second round of evaluations.

Stage two will consist of building on the first stage by addressing any items that might apply to the expected contractual relationship between the County and the ultimately successful offeror and or conducting one or more step(s) to have the proposed solution demonstrated in a real life, test scenario environment and may include live, face to face, oral presentations and demonstrations. The County may also further reduce the number of continuing participants and then schedule follow up discussions or customer site visits as, in its sole discretion, is considered appropriate. The County will then negotiate with the top ranked offeror over any other terms, conditions, or other items, including cost, and then will publish intent to award. The evaluation committee will present the top two ranked firms to Newberry County Council and they will make the final decision for the chosen vendor based on recommendations.

If an agreement cannot be reached with the top qualifier the County will then negotiate in descending order.

The County is not obligated to accept the lowest cost proposal. The award of the contract will be made to the Proposer providing the most responsive, responsible offer that provides the best overall value and a fair and reasonable cost and is most advantageous to the County. This award will take into consideration soundness and flexibility of proposal, functional capability, quality of performance and service, the time specified in the proposal for the performance of the contract, ability to provide support, overall cost, and Proposer's references and any other factors that may impact on the project. The County reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal.

1. **EVALUATION CRITERIA**

During the evaluation, Team members will evaluate each proposal to insure it meets all specified criteria.

Evaluation consideration shall include the following:

1. Functionality and Suitability of Proposed Solution

- Approach to the scope of services

- Availability of the firm to meet the project time-line requirements and provide proposed services
- Describe the fleet maintenance approach that will be utilized in maintaining the County's fleet.
- Describe preventive maintenance programs that will be instituted to assist drivers and users.
- Describe overall management plan for proposed services. It should include start-up, operational issues and County personnel training.
- Describe management systems, records, and type of reports to be use.
- Designate and identify an "Account Manager" who will be responsible for implementation and management of the County's maintenance and services.
- Describe on site problem solving and conflict resolution plans.

2. **Performance History and Standards**

- Successfully performing similar Fleet Maintenance and Management Services
- Provide a list of at least three (3) clients for whom a similar service has been provided.
- Include client name, address, telephone number and contact person
- Describe the following performance standards: (a) fleet availability, (b) preventive maintenance, and (c) quality of repair.
- Show proposed schedule of incentive and deduction by category of fleet, preventive maintenance, and quality of repair.

3. **Professional Qualifications:**

- Resumes of key personnel available for projects
- Brief history of firm
- Describe training and certification programs that will be implemented to insure qualified maintenance personnel are able to perform required maintenance on equipment and vehicles in the County, such as ASE Master Technician and Blue Seal certification and Emergency Vehicle Training (EVT) certification.
- Submit resume of all personnel who will be involved in the ongoing County Fleet Maintenance and Management Services.
- Submit at least three (3) references of current customers.
- Provide documentation for qualified technicians to perform required maintenance on heavy equipment such as motor graders, backhoes, dump trucks, etc.
- Account Manager must also be qualified to assist in maintenance when the need arises.

4. **Experience.**

- Last three (3) years of experience with similar size government with similar fleet category, size and maintenance requirement.
- Demonstrate the ability to provide safe, reliable, cost saving, and timely services by providing past performance records. All references must include the company/agency name, size of fleet, and location name, to include, title, and telephone of a contact person familiar with the proposer's work.

- The County shall have the right to contact any reference as part of the evaluation and selection process.

5. Cost

- Provide cost and prices for the first year of the maintenance and service agreement.
- Show cost saving incentive plan and accountability program that ties incentives and deductions to the attainment of selected performance standards.
- Show how savings can be attained through cost effective services based on performance standards.
- Performance standards must include at a minimum labor cost, sales taxes, parts and supplies cost, administrative cost, and maintenance/services cost.

6. Financial Stability

- Offerors must demonstrate their financial stability by submitting a Certified Audited Annual Financial Statement for the last two years and the most recent Dunn and Bradstreet report on the company. These reports must be submitted at no cost to the County.
- The Offeror must include a Certified Statement as to whether there are any outstanding legal actions against the Offeror, and a brief description of any such action.
- The Offeror must also submit a description of any settled or closed legal action against the Offeror for the past ten (10) years.

C. DETERMINATION OF RESPONSIBILITY

1. Scope

Standards, and procedures for determining whether prospective contractors and subcontractors are responsible

2. Applicability

These standards and procedures apply to all proposed contracts with any prospective contractor.

3. Policy

(a) Contracts shall be awarded to, responsible prospective contractors only.

(b) A contract will only be awarded to the fairest and most cost effective (as determined by the County), responsive and responsible evaluated proposal. A prospective contractor must affirmatively demonstrate its responsiveness and responsibility, including, when necessary, the responsibility of its proposed subcontractors.

4. General standards

The contractor must:

- (a) Have adequate financial resources to perform the contract, or the ability to obtain them;
- (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Have satisfactory performance record;
- (d) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain and provide them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).
- (e) Have the necessary administrative, production, construction, and technical equipment and facilities, or the ability to obtain and provide them; and

5. General or Prime Contractor's Responsibility

To be determined responsible, a prospective contractor must-

(a) *Have the Ability to obtain resources.* Except to the extent that a prospective contractor has sufficient resources or proposes to perform the contract by subcontracting, the contracting officer shall require acceptable evidence of the prospective contractor's ability to obtain required resources. Acceptable evidence normally consists of a commitment or explicit arrangement that will be in existence at the time of contract award, to rent, purchase, or otherwise acquire the needed facilities, equipment, other resources, or personnel. Consideration of a prime contractor's compliance with limitations on subcontracting shall take into account the time period covered by the contract base period or quantities plus option periods or quantities, if such options are considered when evaluating offers for award.

(b) *Satisfactory performance record.* A prospective contractor that is or recently (the last three years) has been terminated or deficient in contract performance shall be presumed to be non-responsible. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of the contract is a significant factor to consider in determining satisfactory performance. The contracting officer shall consider the number of contracts involved and the extent of deficient performance in each contract when making this determination.

The contractor must demonstrate satisfactory record of performance in previous similar projects to include written verifiable references with original signatures and letterhead to include, the number of years (a minimum of three years) and experience performing similar projects successfully.

(c) Demonstrate adequate level of expertise, management/technical capability in area requested.

(d) Demonstrate legal qualifications to conduct business in South Carolina (i.e. license), certifications, professional credentials and a certified resume indicating qualifications for this project.

(e) Availability of Logistical Resources: Must demonstrate the ability to obtain required resources in form of a commitment letter (from an financial institution acceptable to the County) or explicit arrangement that will be in existence incumbent on contract having been awarded by having the necessary equipment or show purchase, lease, rent or otherwise acquire the needed equipment, personnel and other resources.

(f) Demonstrate adequate financial resources to perform, by submitting your company's Annual Audited Certified Financial Statement or the latest Certified Financial Statement and any other method of proof of adequate financial resources acceptable to the County.

(g) Have a satisfactory record of integrity and business ethics.

(h) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

6. Subcontractor Responsibility

(a) Generally, prospective prime contractors are responsible for determining the responsibility of their prospective subcontractors. Determinations of prospective subcontractor responsibility may affect the County's determination of the prospective prime contractor's responsibility. A prospective contractor may be required to provide written evidence of a proposed subcontractor's responsibility.

(b) When it is in the County's interest to do so, the contracting officer may directly determine a prospective subcontractor's responsibility. In this case, the same standards used to determine a prime contractor's responsibility shall be used by the County to determine subcontractor responsibility.

7. Procedures

(a) Before making a determination of responsibility, the contracting officer shall possess or obtain information sufficient to be satisfied that a prospective contractor currently meets the applicable standards.

(b)(1) The contracting officer shall obtain information regarding the responsibility of prospective contractors to determine responsibility promptly after receipt of offers. Requests for pre-award information shall be limited to information concerning-

(c) The Purchasing Director shall request information on prospective contractors' financial competence and credit needs, the adequacy of their accounting procedures and suitability for use in administering the proposed type of contract; and

(d) Information on financial resources and performance capability may be obtained or updated on as current a basis as is feasible up to the date of award.

(f) In making the determination of responsibility the Purchasing Director shall consider relevant past performance information. In addition, the Purchasing Director may use the following sources of information to support such determinations:

(1) Records and experience data, including verifiable knowledge of personnel within the contracting office, audit offices, South Carolina Department of Transportation and any other governmental agencies and non-governmental entities

(2) The prospective contractor including proposal information, questionnaire replies, financial data, information on production equipment, personnel information and sub-contractors information.

(3) Commercial sources of supplier information of a type offered to buyers in the private sector.

(4) A pre-award survey report as determined by the Purchasing Director.

(5) Other sources such as publications; suppliers, subcontractors, and customers of the prospective contractor; financial institutions; Government agencies; and business and trade associations.

(6) The Purchasing Director may consider performance evaluation reports.

(7) County's Project Managers, Contracting Officers Representatives (COR) and cognizable contract administration personnel that become aware of circumstances casting doubt on a contractor's ability to perform contracts successfully shall promptly exchange relevant information and that information will be used to assist in the determination.

8. Determinations

(a) The County Administrator's signing of a contract constitutes a determination that the prospective contractor is responsible with respect to that contract based on the evaluation committee's recommendation. When an offer on which an award would otherwise be made is rejected because the prospective contractor is found to be non-responsible, the contracting officer shall make, sign, and place in the contract file a determination of non-responsibility, which shall state the basis for the determination.

(b) *Support documentation.* Documents and reports supporting a determination of responsibility or non-responsibility, including any pre-award survey reports and any applicable Certificates of Competency, will be included in the contract file.

(c) Except as required in the Freedom of Information Act, information (including the pre-award survey report) accumulated for purposes of determining the responsibility of a prospective contractor shall not be released or disclosed outside the County.

(d) The Purchasing Director may discuss pre-award survey information with the prospective contractor before determining responsibility. After award, the Purchasing Director or a designee may discuss the findings of the pre-award survey with the company surveyed.

(e) Before beginning a pre-award survey, the Purchasing Director shall ascertain whether the prospective contractor has been terminated, debarred, suspended, or deemed ineligible. If the prospective contractor has been terminated, debarred, suspended, or deemed ineligible, the Purchasing Director will not proceed with the pre-award survey unless specifically requested to do so.

9. Disqualifications and Award of Contract

- A. Owner reserves the right to reject any and all Solicitations, to waive any and all informalities not materially involving price, time or quality of the work and to negotiate contract terms with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional responses to solicitations. Also, Owner reserves the right to reject the Solicitation of any Offeror if owner believes that it would not be in the best interest of the project to make an award to that Offeror whether because the solicitation is not responsive or the Contractor is unqualified or of doubtful financial ability or fails to meet any other pertinent standard criteria established by Owner.
- B. The following are examples of factors which, among others, will determine the responsiveness of solicitations:
- a. The completeness and regularity of Solicitation Form;
 - b. A Solicitation Form without excisions or special conditions;
 - c. A Solicitation Form having no alternative bias for any items unless requested in the specifications;
 - d. A Solicitation Form without obviously unbalanced unit prices;
 - e. A Solicitation responsive to the requirements
- C. In the evaluation of solicitations, Owner will consider the qualifications of the Contractors, whether or not the solicitations comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Solicitation Form or prior to the Notice of Award.
- D. OWNER may consider the location, qualifications and experience of subcontractors, other persons or organizations (including those who are to furnish the principal items of materials and equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as provided in the General Conditions. Maintenance considerations, performance data and guarantees of materials may also be considered by OWNER.

- E. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any solicitation and to establish the qualifications to perform and furnish the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- F. The OWNER reserves the right to disqualify solicitations, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the Offeror. The undersigned Contractor warrants that this Solicitation is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation.

Section – F

REQUIREMENTS

SCOPE OF SERVICE

1. SCOPE

The Contractor shall provide preventive maintenance, remedial repairs, overhaul, towing, motor pool operations, fleet management, and such other allied services as may be required to assure the continuity of effective and economical operation of the County vehicles and equipment detailed in appendix "A" attachment

The Contractor shall furnish all necessary supervision, labor, tools, parts and supplies required to maintain the fleet in a state—of—repair and service consistent with generally accepted fleet practices and as defined in this Statement of Work.

In addition, the Contractor shall provide and maintain a permanent, detailed, automated record system for each vehicle and vehicle category in order to provide a basis for optimum fleet management and provide detailed maintenance and operating information for the County.

3. FACILITIES

Work will be performed at the Newberry County Public Works Garage. The facilities will remain the property of Newberry County.

The County will lease to the Contractor the Maintenance Facility for a charge of \$1.00 per year. The Contractor shall not use the facility for work on vehicles or equipment not owned or leased by the County. The facility will include telephones on the County network. The Contractor will directly pay for all long distance phone calls and only charges associated with management and maintenance of vehicles may be included in the target cost.

The County shall also provide, under the aforementioned yearly lease rate, county—owned equipment, tools, and furniture located in the Vehicle Maintenance Facility. All equipment added during the term of the Contract, and approved by the County prior to acquisition, will become the property of the County. The cost of special equipment shall not be included in the cost target and will be billed to the County with the monthly invoice. The County may establish an amortization schedule for major equipment purchases whereby the Contractor will invoice only the scheduled amount monthly, if mutually agreed to by the Contractor.

The physical facilities, office and shop equipment provided to the contractor for the term of the Contract will become the responsibility of the Contractor and will be returned to the County upon completion of the Contract in the same condition they were provided to the Contractor, except for normal wear and depreciation.

Between the date of contract executing and the date that the Contractor actually takes over the facility, a complete physical inventory of office and shop equipment will be taken by representatives of the County and the Contractor to determine what the Contractor is responsible for. The inventory shall be repeated annually prior to the Annual Meeting.

The physical facilities will be maintained by the County, including repairs, maintenance and/or renovations with the Contractor being responsible for informing the County of degraded

conditions. However, the Contractor will be liable for any repairs made necessary by the negligent acts of its employees and/or agents. The County will supply water, electricity and gas. The Contractor shall maintain equipment used by the Contractor during vehicle maintenance such as compressors, lifts, etc. Building repair work is not included in the cost target. The contractor shall be responsible for interior housekeeping, janitorial maintenance and supplies. The above mentioned routine facility maintenance costs shall be included in the cost target. Failure to abide by this section may, at the County's option, be grounds for the immediate cancellation of this contract.

4. SECURITY

Unmarked sheriff undercover vehicle, both County owned and leased shall be serviced by and maintained by the Contractor as part of the automotive fleet. The Contractor shall assure that the confidential nature of these vehicles including special equipment inside the vehicles are maintained. Security shall include:

- Control of idle discussion about these vehicles.
- Prohibition on handling and tampering with special equipment.
- Integrity of mechanics and staff.

The contractor may change the locks on any or all the facilities and equipment leased for the duration of the contract. A duplicate key for all re-keyed locks shall be provided to the Public Works Director. Tags shall identify such keys.

5. PREVENTIVE MAINTENANCE

5.1 DEFINITION

A preventive maintenance (PM) program shall be established for all vehicles and equipment that is the responsibility of the contractor. The PM program shall be designed in accordance with recognized good fleet management practices and shall meet the terms and conditions necessary to comply with the original equipment manufacturer's (OEM) specifications, warranties and recommendations. The PM work performed will be generally as follows, but subject to change as required or suggested by the Contractor and approved by the County.

5.1.1 Administrative Cars, Pickups and Vans up to 3/4 Ton

A. PM—B. Perform Items 1-11 every three months if unit has not accumulated miles/hours to meet B PM.

1. Safety Checklist

- (a) tires-record tread depth of all tires-a minimum of 3/32 tread depth shall be maintained.

- (b) lights-exterior and interior lights and gauges.
 - (c) windshield wipers
 - (d) fluid levels
 - (e) battery and charging system; clean terminals and check cables.
 - (f) heating/air conditioning system
 - (g) exhaust system and exhaust hangers and clamps
 - (h) steering and suspension
 - (i) frame, cross members and body joints
 - (j) drive shaft/U-joints
2. Rotate and balance tires.
 3. Inspect critical components (hoses, belts, etc.)
 4. Inspect vehicle appearance (body damage, rust, interior conditions, etc).
 5. Engine oil and filter change
 6. Lubricate chassis, hinges, locks, etc.
 7. Brake inspection – record remaining life (replace worn, damaged or Leaking components)
 8. Starter/charging system (check and repair or replace deficient Components)
 9. Inspect air cleaner element.
 10. Sheriff- -beam/ray, shotgun rack, siren, emergency equipment, etc. should be checked. Ambulance - - emergency lights, siren scene lights, patient compartment lighting, exterior compartment lighting,

tachograph, hour meter, cab beam light, vacuum suction, patient compartment, exhaust ventilation system and console switches are to be checked. Fire trucks are to have pump tests performed annually

11. Vacuum and clean windows

B. PM-C Perform Items 1 - 15 every fourth PM schedule.

12. Automatic transmission service – includes any adjustments, fluid change and filter change.

13. Change fuel filter.

14. Tune up (in accordance with OEM recommendations).

15. Cabin ventilation filter

C. All PM Services

1. Perform repairs as required / road test / correct.

D. Yearly

Similarly, the Contractor shall perform other statutory inspections and tests that may be required by state or federal law.

5.1.2 Sheriff Vehicles, Ambulances and other Emergency Vehicles

Same PM schedule as 5.1.1 except that PM interval shall be no less than every 5,000 miles or six (6) months and a minimum of 5/32 of tire tread for emergency and essential use vehicles, 3/32 tread depth on all other vehicles and equipment.

E. Lifetime

Typical lifetime PM schedule would be as follows:

PM	Non-Emergency & Emergency	Hours
B	5,000	300
B	10,000	600
B	15,000	900
C	20,000	1,200
B	25,000	1,500
B	30,000	1,800
B	35,000	2,100
C	40,000	2,400
B	45,000	2,700
B	50,000	3,000
B	55,000	3,300
C	60,000	3,600

B	65,000	3,900
B	70,000	4,200
B	75,000	4,500
C	80,000	4,800
B	85,000	5,100
B	90,000	5,400
B	95,000	5,700
C	100,000	6,000
B	105,000	6,300
B	115,000	6,600
B	120,000	6,900
C	125,000	7,200
B	130,000	7,500
B	135,000	7,800
B	140,000	8,100
C	145,000	8,400
B	150,000	8,700

*Ambulance

NOTE: Each unit within these parameters must be brought in for oil change at least once every twelve (12) months independent of mileage.

EXCEPTION TO THE PM SCHEDULE

Note: The Sheriff’s Office PM Schedule will be slightly different than the rest of the County fleet. Vehicles are broken down into three tiers of service; A, B and C. “A” Vehicles are administrative and “B” and “C” vehicles are for investigators and patrol deputies. Appendix B will describe in detail which category of PM each vehicle will require. Same schedule will apply as stated in Section 5, Preventive Maintenance.

- “A”- PM every 5,000 miles
- “B”- PM every 4,000 miles
- “C”- PM every 3,000 miles

5.2. FLEET ASSESSMENT

The contractor shall, within the first six (6) months of the Contract start date perform a PM on every piece of equipment in the fleet and correct any deficient vehicles. Deficient vehicles are those identified as not meeting the fleet standard.

5.3 SCHEDULING

Preventive maintenance activities should interfere minimally with normal County work schedules. Therefore, PMs should be targeted at times mutually agreed upon by the Contractor and County Fleet Manager.

The Contractor shall develop and provide a PM schedule to the County with sufficient lead time that the Shop Supervisor can give ten (10) working days notice to the vehicle user. The Shop Supervisor will be responsible for all contact

with County Departments regarding vehicle PM scheduling and repairs other than Quick Fix.

5.4 PERFORMANCE

The timely performance of preventive maintenance is incumbent upon the Contractor for all fleet vehicles. It is incumbent upon the Contractor to schedule, notify and perform the required maintenance without initiation of any other authority.

6. REPAIRS

6.1 DEFINITION

The Contractor shall make specific repairs to vehicles and equipment that are identified through PM and by users. Repairs shall be made as required, limiting the nature and extent of repairs that are consistent with age, mileage, and cost to repair criteria of good fleet maintenance.

6.2 LIMITATIONS

Repairs estimated to exceed \$500.00 on automobile and \$1,000.00 on other vehicles and equipment must be analyzed by the Contractor to determine the repair's cost effectiveness and specifically approved by the County Fleet Manager. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the County.

6.3 ROAD CALLS

The Contractor shall provide emergency road service calls, including towing service for vehicles in the vehicle fleet, abandoned vehicles reported by our law enforcement departments, and law enforcement confiscation. The Contractor shall have persons on call to expeditiously handle vehicle breakdowns. The Contractor may tow any County-owned or leased vehicle requiring this service, regardless of whether or not the cause is an authorized repair or another incident.

For equipment which cannot, or is operationally infeasible to, be brought into the maintenance facility, the Contractor shall provide mobile service on location to service the equipment to include repairs, PM, fueling, lubricating, and tire repair. The Contractor shall obtain such services through competition, and records of the procurement be made available for review by the Contracting Officer.

6.4 QUICK FIX

The Contractor shall provide a Quick Fix function for light repairs of less than a one-hour duration when the vehicle operator chooses to wait for the service. Vehicles repaired under Quick Fix are to be moved to top priority; however, emergency vehicles shall have overall top priority.

6.5 WARRANTY

The contractor shall administer all warranties, both for vehicles and parts,

associated with management of this fleet. The Contractor will seek authorization from various vehicle and equipment manufacturers to perform warranty work on County-owned equipment. The equipment manufacturer will reimburse such work directly to the Contractor, and the County will be held harmless from payment for such work. Payments and adjustments received by the Contractor for warranty work shall be credited to the County account. Contractors not honoring warranty work requests shall be reported to the Contracting Officer, in writing, with detailed explanation. It is the responsibility of the Contractor to pursue warranty claims with the equipment manufacturer, and to request applicable warranty claim reimbursements on behalf of the County.

6.6 RE-REPAIR

The Contractor shall track and identify multiple repairs for the same deficiency on the same vehicle (re-repairs) and shall not include in the monthly statement, costs for re-repairs occurring before the scheduled warranty time after the original repair.

The schedule for re-repair shall be:

Major components – 12 months / 12,000 miles (parts and labor)
All other – OEM warranty on part / 12 months labor

6.7 OUTSIDE REPAIRS

The contractor shall be responsible for arranging and managing the conduct of outside repairs that cannot be performed economically in-house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing in—house repairs. These outside repairs may include body work and painting, glass replacement, transmission sealing and repair, radiator work, and such other work that can be provided at minimum cost to the County. The Contractor's plan for outside repairs shall be stated in the proposal. The County shall approve proposed changes to the plan. The plan shall be periodically and informally reviewed by the Contractor to ensure that the outside repair versus in-house decision remains justified. All responsibility (paperwork, invoicing, quality control, vehicle movement, vehicle security, etc.) shall be that of the Contractor. Sub-contractor invoices will be accepted solely by the Contractor.

6.8 VEHICLE PREPARATION

The contractor shall prepare newly acquired vehicles for service. Preparation shall include inspections, cleaning, installation of special equipment, and decals. Vehicles and equipment will also be checked to guarantee proposal specifications were met prior to acceptance by the County Fleet Manager.

Vehicles to be sold shall be prepared for disposal by the Contractor. Preparation shall include removal of tags, decals and special equipment, paper work, and cleaning to guarantee top sales price. A signed statement that vehicles are prepared for disposal will be provided to the Contracting Officer.

6.9 ACCIDENTS

The Contractor shall be responsible for processing accident repairs including

appraisals, obtaining repair Proposals, transportation to vehicle to/from repair site, repair quality and timeliness, and shall be responsible for administration, including the payment of invoices. More than one (1) and preferably three (3) competitive Proposals shall be obtained for accident repairs. Accident repairs shall not be included in the target costs.

7. VEHICULAR SERVICES

7.1 MOTOR POOL

The contractor shall be responsible for maintaining all Motor Pool vehicles provided by the County.

8. PARTS

8.1 PARTS SUPPLY

The Contractor shall procure stock and furnish all parts and supplies required to maintain and repair the required vehicles and equipment. Contractor installed parts shall meet OEM specifications. The County shall specifically approve new product lines before introduction into the parts supply. Parts installed on vehicles and equipment shall be identified by part number and cost on the work order for the appropriate assignment.

The Contractor shall purchase tires required for the fleet through state purchasing if these tire prices are more favorable than prices otherwise available to the Contractor.

The County Fleet Manager, (COR) and the Department Head must approve cannibalization of parts from vehicles listed as deadline. Records of cannibalized parts will be maintained on every vehicle approve for cannibalization.

8.2 INVENTORY

The Contractor shall purchase, at cost, (to be determined by proposal) the County's active parts and supplies assigned to the automotive fleet within thirty (30) days after the commencement of the contract period. A complete physical inventory will be taken by representatives of the County and the Contractor at the beginning of the Contract. Upon completion of the inventory the Contractor will be totally responsible for parts accountability and security.

An electronic system shall be used to monitor and control the parts inventory. At a minimum, the electronic system shall be capable of generating a complete inventory by part number and average part cost, a usage rate history for each part normally stocked, and a listing of parts on order or to be ordered and location codes.

The County reserves the right to purchase at cost from the Contractor all or any portion of the active parts in inventory upon completion or termination of the Contract.

9. RECORDS

the

Upon prior notice of the Contracting Officer's Representative (COR),

Contractor shall provide the County's authorized representative(s) access at all reasonable times to all electronic and hard data, books, recourse, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description, and shall provide to the authorized representative(s) cost verification for work.

The Contractor will develop, implement, and maintain software for an electronic record keeping and reporting system for all services being contracted. The information system shall provide records of all repairs and servicing activities performed for each vehicle or piece of equipment. The system will also keep all records of our total cost "life cycle" equipment to minimize downtime performance and other contractual agreements. The system, both hardware and software, will become the property of the County at the end of the contract.

9.1 FILES

The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet of the County, if available.

A hard copy folder shall be maintained by the Contractor for each vehicle. This folder will contain, in chronological order, all work orders generated on the vehicle. The folder shall also contain the vehicle's make, model, year and serial number along with invoice information. Available vehicle history will be supplied to the Contractor by the County.

9.2 DAILY REPORT

The Contractor shall generate a daily report for delivery to the County Fleet Manager before noon the following day. The daily report shall be in memo format and shall include from the previous day's activity:

A listing of vehicles not delivered for a scheduled PM. The listing shall include the assignee's name and department if known.

Any discovery or indication of abuse by the vehicle user in excess of normal wear and tear. Any re-repair activity. A status report on any vehicle out of service more than one (1) day.

9.3 WEEKLY REPORT

The Contractor shall generate a weekly report for delivery to the County before noon each Monday. The weekly report shall be in memo format and shall include from the previous week's activity:

- a. A listing of vehicles not delivered for a scheduled PM. The listing shall include the assignee's name and department, if known.
- b. Discovery or indication of abuse by the vehicle user in

- excess of normal wear and tear.
- c. Repair activity
- d. A status report on vehicles out of service for more than five (5) days
- e. Number of work orders processed.
- f. Summary of Work order with detailed cost figures for each vehicle repaired

9.4 DEPARTMENT HEAD'S REPORT

The Contractor shall provide a consolidated monthly management report to be delivered to the County on or before the 10th calendar day of the month following the reporting period. The one (1) page report shall include, but not be limited to:

- a. Maintenance costs for the month compared to target costs.
- b. Costs for accidents and other items not included in target costs.
- c. Number of shop orders.
- d. Number of service calls.
- e. Number of vehicle PMs scheduled/completed.
- f. Down time by category and in total.
- g. Cumulative records of sub-contracted work.
- h. Total labor hours expended.
- i. Total parts cost.
- j. Problem/accident summary.

9.5 ANNUAL REPORT

The Contractor shall provide the County with a written annual report in the form required by the County. As a minimum, the contractor will be expected to provide the County with a tabulation of the average yearly cost for- each unit in the fleet together with the hourly cost for each unit. Also, an average hourly cost for each category of unit in the fleet such as motor graders, dump trucks,

excavators, etc. shall be provided.

The annual report shall also contain summary of the year's activity in the format agreed upon by the Contractor and the County.

9.6 CONTRACTOR ALTERNATIVE REPORTS

The Contractor may propose a reporting system that meets the needs of the County for timely, complete information similar to 9.3 through 9.6.

9.7 INVOICES

The County will accept electronically submitted invoices no more than once per month that includes only work performed in a calendar month. Invoice should be a fixed balance that represents not more than the monthly target cost. Invoices shall be paid completely by the County except for items thereon questioned. The County shall notify the Contractor in writing within ten calendar (10) days of receipt of the invoice of any items questioned. The Contractor shall prepare verification date for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question. Invoices shall include the same information as the weekly report along with detailed backup by vehicle activity. Copies of the appropriate back-up paid invoice shall be provided for all reimbursable items in the Contractor's invoice to the County.

10. EMERGENCIES

The Contractor shall mobilize the shop and provide repair and maintenance services for the duration of emergency situations. Such service shall include adequate staffing to ensure continued vehicle operations at a level determined to be required by the County. Such circumstances may occur during hours outside normal hours of operation and can involve any number of employees, equipment and vehicles. Costs incurred during emergency situations outside normal hours of operation are not to be included in the cost target and shall be billed to the County at 1-1/2 times the normal labor rate

10.1 PURCHASES

The Contractor shall assist the County in preparing purchase specifications for additional or replacement vehicles and service equipment. In addition, the Contractor shall assist the County with inspections and assessments of used vehicles and equipment under consideration for purchase or lease. The Contractor shall identify and nominate for the County's purchase of service and other equipment that will reduce the cost of maintenance and/or improve the quality of vehicular services.

10.2 HOURS OF SERVICE

The shop shall normally be open on one (1) shift, five (5) day per week basis. Vehicles shall be accepted for PM or repair from 8:30 A.M. through

5:00 P.M. daily. The shop shall be open and operating every scheduled County workday (see County calendar annually). The Contractor may work on scheduled holidays, but must not expect delivery of vehicles scheduled for PM or other County services.

10.3 DIRECTED WORK

The County Administrator or the County Fleet Manager may direct in writing the Contractor to perform additional tasks under this Contract. The Contractor shall perform such assignments in accordance with an agreed to schedule and level of effort. Cost of such assignments shall not be included in the cost target and shall be invoiced to the County at cost.

10.4 INVESTIGATIONS

The Contractor shall support the County with technical investigations related to the fleet. Such investigations may support accidents, fire, or other issues of a technical nature.

10.5 WASTE

The Contractor shall be responsible for disposing of all trash and other wastes, including waste oil, generated in the course of the Contract. All disposals shall be in accordance with current County, State, and Federal laws and regulations. The Contractor shall provide training to and management of employees working with and handling hazardous materials in accordance with laws and regulations. The Contractor shall hold the County harmless for any and all actions of the Contractor relating to waste disposal. The Contractor must comply with all Newberry County Hazardous Materials Codes including the permitting and inspection process.

11. TERMS

11.1 CONTRACT DOCUMENTS

The documents that will form the Contract include portions of the winning Offerors submitted "Proposal", the final inventory of equipment and vehicles, all attachments thereto, and any subsequent negotiated terms and conditions will form the "Contract Agreement"

11.2 DEFINITIONS

Where the following terms occur herein, the intent and meaning shall be as follows:

11.2.1 Contractor

Contractor shall mean the individual, partnership, or corporation (or legally authorized representative if the context so requires) who or which agrees, for a stipulated sum, to perform the work or service, or to furnish materials or equipment, or both, as set forth in a contract with Newberry County.

11.2.2 Contract

Contract shall mean an agreement executed by the County and the Contractor for the performance of the work and services, and the furnishing of materials or equipment, or both, as set forth in this Request for Proposal.

11.2.3 Surety

Surety shall mean the party who is bound with and by the Contractor to ensure the payment of all lawful debts pertaining to and for the acceptable performance of the Contract.

11.2.4 Performance Bond

Performance Bond shall mean the security approved by the County and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims. (Ref. 12.2).

11.2.5 Contracting Officer (CO)

Contracting Officer (CO) is the agent of the County and it is the individual occupying the Director of Procurement position.

11.2.6 Fleet

Fleet shall mean all of the units listed in appendix "A" attached as well as may be added to or deleted from the County fleet during the life of the contract.

11.2.7 Downtime

Downtime shall mean the percentage of time a piece of equipment is unavailable for use due to a need for repair or preventive maintenance work. Downtime is calculated as follows:

$$\frac{\text{Number of hours unit is not available for use, divided by}}{\text{Number of hours unit expected to be used}}$$

Hours expected to be used will be placed on each piece of equipment. (Emergency vehicles would be 24 hours use. Administrative vehicle would be placed at 8 hours).

Downtime begins when a unit is brought to the garage for authorized repair work or upon receipt of notification that a unit requires towing to the garage for authorized repair work.

Downtime ends when the department to which the unit is assigned is notified in writing that the unit is available for service. Downtime does not include the time to make repairs necessary as a result of accidents, vandalism, or acts of God.

11.2.8 Owner/County

Owner or County as used in this solicitation, shall mean Newberry County, Newberry, South Carolina.

11.2.9 Contracting Officer’s Representative (COR)

Contracting Officer’s Representative (COR) shall mean a County employee duly appointed in writing to oversee contractor performance and to act on all technical and service delivery aspects of the contract. The COR shall have limited authority as outlined in the appointment letter, and a copy of this letter shall be provided to the Contractor. The COR may also be referred to as County Representative else where in this solicitation.

11.3 GENERAL CONDITIONS OF PROPOSAL

The General Conditions of Agreement between the County and the Contractor are included in Section “D”.

11.4 CONTRACT TERM

The initial period of Contract shall be for twenty-four (24) months. It is the intent of the County to enter into a contract not to exceed two consecutive service years. The Contract may be renewed, modified, and extended at the option of the County in one (1) year increments, not to exceed two years, provided that the funds for subject contract are available and approved. The Contractor must establish a satisfactory record of performance for consideration of renewal. Contractor will be evaluated by users, Departments Heads, COR and CO.

11.5 CONTRACTORS RELATIONSHIP TO COUNTY

11.5.1 CONTRACTOR AS INDEPENDENT CONTRACTOR

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work, and that the Contractor is in no respect an agent, servant or employee of the County. This Contract specifies the work to be done by the Contractor, but the method utilized to accomplish the work shall be the responsibility of the Contractor.

11.5.2 Subcontracting

SEE GENERAL CONDITIONS SECTION “B” ITEM # 45 and #58

11.5.3 County Representative(s)

Unless provided otherwise elsewhere in this Contract, the Contracting Officer may authorize representative(s) to act on behalf of the County on certain matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character, and quality of services performed or to be performed pursuant to this contract.

11.5.4 Inspection of Work

The Contractor shall furnish the County or authorized representative(s) with every reasonable opportunity to determine whether or not the work is performed in accordance with the requirements of the Contract. The County may appoint qualified persons to inspect the Contractor's operations and equipment, and Contractor shall permit these authorized representative(s) to make such inspections at a reasonable time and place.

11.6 COSTING METHODOLOGY

11.6.1 Cost Proposal

The cost proposal, which shall be the Contractor's operating budget for each year of this contract, shall include the following cost items:

- a. Personnel costs
- b. Parts/supplies/outside services (to include sales taxes for parts and supplies)
- c. Overhead expenses (detailed breakout required)
- d. Administrative costs and management fees.
- e. Labor cost

The cost target for the initial year hereof is \$ **(to be determined from proposal)**. This amount is a firm fixed cost. Proposals with appropriate deducts/alternates will be considered responsive.

11.6.2 Labor Costs

Personnel costs will include wages, salaries, fringe benefits, payroll taxes, technician and management costs. End-of-year or other bonuses shall not be included in cost to the County.

11.6.3 Parts/Supplies/Outside Services

The Contractor will charge the County for parts, supplies, (to include sales taxes for parts and Supplies only) and outside services as the items or services are used, as reflected in the contractor's repair orders. No markup will be added to the Contractor's net costs for the items or services invoiced to the County. All tire replacement / repair costs are to be included in the contract.

11.6.4 Cost Incentives

In addition to the Contractor's cost and fee, the Contractor shall receive ten percent (10%) of any aggregate annual savings for the County on the cost target for each fiscal year. Aggregate annual savings shall be defined as the difference between a lower twelve (12) month actual cost to the County and the amount of the cost target as stated in Paragraph 10.6.1. "Aggregate costs that exceed the amount of the operating target shall be borne totally by the Contractor."

11.7 Capital Expenditures

Any and all County approved capital expenditures of the Contractor for units, equipment or other capitalized items, in connection with the services and work to be provided by the Contractor hereunder, shall be included in the approved budget, pursuant to the terms of the Contract. Costs for any additional equipment or other capitalized items that the contractor will need to meet availability and all other requirements listed herein, must be itemized in the response to this proposal.

11.7.1 EXTRA WORK

Overtime and other County approved labor and material cost incurred by the Contractor in performance of emergency or other directed work shall not be included in the approved budget, pursuant to the terms of the Contract. The County will not approve or reimburse the Contractor for overtime charges for work included in the target cost.

11.7.2 ADDITIONAL REIMBURSABLE ITEMS

Costs incurred for unit repairs necessitated as a result of use, abuse, vandalism or accident damage will not be included in the computation of the cost of performance incentives, and will not be included in the approved budget, and will be directly reimbursable by the County to the Contractor under the approval, of the COR based on submitted documentation. "Capitalization repairs to equipment older than the expected life cycle will be considered as additional reimbursable items'.

11.8 ADJUSTMENTS TO THE APPROVED BUDGET

11.8.1 CHANGES IN THE SIZE OR MIX OF THE FLEET

The cost target shall be adjusted to correspond to increases or decreases in the fleet size or the type of equipment in each class if such changes are at least five (5%) percent on a prorated unit cost basis. These adjustments shall be made semi-annually. Deadline vehicles and equipment will be adjusted as decreases.

11.8.2 UNUSUAL COSTS

The Contractor may petition the County for an adjustment to the approved budget at reasonable times on the basis of unusual changes in the Contractor's cost of doing business. For purposes of this Section, "Unusual Changes" shall mean items not covered by this Contract which occur through no fault of the Contractor; the term shall not include price increases arising in the ordinary course of business. The amount of any adjustment pursuant to this paragraph shall be determined by mutual agreement.

11.8.3 ANNUAL ADJUSTMENTS

The cost target, approved budget, including the Contractor's fee may be adjusted for the second and subsequent years of the Contract in accordance with the Annual Prior to Year End Meeting. During the Annual Meeting between the County and the Contractor, the Contractor's performance will be reviewed. The County will present a "report card" that includes the County's assessment of Contractor performance in the areas of fleet maintenance, operations,

cost/performance, targets/incentives, and other issues. The meeting shall also include a review of the Contractor's cost of doing business with the exception of labor, escalation of the approved budget for the ensuing year shall not exceed the Cost/Price Index (CPI) for rural consumers in the maintenance and repair category for the State of South Carolina for the prior year. Labor costs shall be negotiated separately. Changes to the Contract resulting from the annual meeting shall be documented in a Contract Amendment.

12. STAFFING PROVISIONS

12.1. EMPLOYEE BENEFITS

The Contractor's employees shall not claim any County right of benefits as a condition of their employment in the performance of this Contract.

12.2 STAFFING QUALIFICATIONS

The Contractor shall endeavor to employ highly qualified trained personnel to provide service to the County's fleet. Offerors shall include in their proposal an employee training and improvement program that includes the merits of ASE and vehicle or equipment manufacturers training opportunities, as they apply to the County fleet maintenance and repair. The Contractor shall employ at least one (1) EVT Master ASE technician trained and certified in the repair and maintenance of emergency equipment, particularly ambulances and fire equipment. In addition, contractor must maintain ASE Blue seal certification. Within one year of operations at the county facility, contractor will be required to have two (2) EVT Master ASE technicians on duty at all times. The contractor will be required to employ at least one certified diesel mechanic throughout the life of the contract.

12.3 STAFFING CHANGES

The Contractor's Project Manager shall have proven technical and managerial experience in the field of large fleet light vehicle management and maintenance. Nominee(s) for Project Manager shall be presented to the County for specific approval.

The County reserves the right to request the dismissal of any Contractor's employee whose performance or actions are obviously detrimental to the program. The Contractor shall dismiss any employee involved in misconduct, drugs, or alcohol on the County's premises.

13. PERFORMANCE

13.1 RIGHT TO REQUIRE PERFORMANCE

The County's failure at any time to require performance of any provisions thereof by the Contractor shall in no way affect the right of the County thereafter to enforce same. Nor shall any waiver by the County of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

13.2 PERFORMANCE BOND

The COUNTY requires Offeror to post bonds assuring performance of the Contract. Offeror shall deposit, with the Contracting Officer within thirty - (30) calendar days after execution of this contract a Performance Bond issued by a surety company licensed to do business in South Carolina. The bond shall represent One Hundred (100%) of the total offer sum. Bonds must be payable to Newberry County, South Carolina.

The bond shall be issued by a Surety Company, licensed in the State of South Carolina, All surety shall have a "A" minimum rating of performance as stated in most current publication of "Best Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract price. Attorneys-in-fact who sign the bonds must file with each bond a certified and effective dated copy of their "Power of Attorney". Said bond shall not be subject to cancellation and shall be maintained in full force and effect for the full term of this contract.

In the event the Performance Bond is not delivered within thirty (30) calendar days of Notice of Award, then the offer shall be ruled null and void. The County will negotiate with the next highest rated contractor on the list and make an award if successful.

The Performance Bond will provide assurance of faithful performance and discharge of all duties and responsibilities required by law or as provided herein by the Contractor under all aspects, terms and conditions of the Contract. The said bond shall be a continuing bond throughout the full term of this Contract and any extensions of the said Contract.

14. INSURANCE

14.1 MANDATORY INSURANCE REQUIREMENTS

Offeror shall be accountable for any damages resulting from his/her activities. Offeror shall pay for all such damage. Prior to commencing work hereunder, Offeror, at their own expense, shall obtain and maintain, throughout the duration of this agreement, all such insurance as required by the State of South Carolina Statute, and minimally the below listed coverage's. Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina, Newberry County, and any City in Newberry County where any of the work is performed and must have a Best Rating of A-, VII or higher. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the County, but regardless of such acceptance, it shall be the responsibility of Offeror to maintain adequate insurance coverage at all times. Failure of Offeror to maintain insurance coverage shall not relieve Offeror of their contractual obligation or responsibility hereunder. The information described herein sets forth-minimum coverages and limits and is not to be construed in any way as a limitation of liability on Offeror.

Offeror shall obtain and maintain such Public Liability and Property Damage insurance as shall protect Offeror, their Subcontractors, and the County from claims for damages for personal injury, including accidental death, as well as for claims for property damage which might arise from operations under this agreement, whether such operations be by Offeror, or its Subcontractors, or by any one directly or indirectly employed by them. The County shall be named as a **Certificate Holder** and as **Additional Insured** (e.g., trustees, officers, employees), against whom Offeror waives all rights of subrogation.

The Offeror must "flow-down" these provisions to its Subcontractors or insure its Subcontractors under its own policies. The Offeror shall furnish County with certified copies of certificates of insurance. County shall have the right to approve the carriers.

The Offeror's contractual liability insurance need not cover bodily injury or property damage resulting from the sole negligence of the County.

Workers Compensation Insurance including Statutory Workers' Compensation Amounts as then required under South Carolina law for Benefits, and Employer's Liability. The Policy shall include an "all states" endorsement.

Comprehensive General Liability with the following minimum limits:

*Bodily Injury of at least \$1,000,000 per person, \$1,000,000 per occurrence; *Property damage of at least \$1,000,000 per occurrence; or *Bodily Injury/Property Damage of at least \$1,000,000 Combined Single Limit.

Comprehensive Automobile Liability Insurance to protect Offeror against claims for damages from:

*Bodily injury, including wrongful death; and

*Property damage, which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him/her in any capacity in connection with fulfillment of obligations under this contract. Minimum acceptable limits shall be: Bodily Injury \$1,000,000 per person and \$2,000,000 per occurrence; and Property Damage of at least \$1,000,000 Combined Single Limit.

Garage Keeper's Legal Liability:

Minimum limits - \$1,000,000 per occurrence.

Fire

- a. Building Replacement
- b. Contents Replacement

Contractor must provide Umbrella Liability, and Owner's Protective Liability insurance in excess of all other basic coverages as set forth above, in the amount of at least \$1,000,000 per occurrence.

Coverage shall include: Premises and Operations, Products and Completed Operations Broad Form Property Damage Endorsement, Blanket Contract Liability and Protective Liability protecting Contractor against claims arising out of operations by its subcontractors. Property damage deductibles shall not exceed \$500 for any one claim.

Commercial General Liability: Minimum \$5,000,000 combined single limit of Bodily Injury and Property Damage per occurrence including the following coverage:

- a. Contractual Liability
- b. Premises and Operations
- c. Independent Contractors

- d. Completed Operations and Product Liability
- e. Personal Injury

Coverage shall include: Premises and Operations, Products and Completed, Operations Broad Form Property Damage Endorsement, Blanket Contract Liability and Protective Liability protecting Vendor against claims arising out of operations by his subcontractors. Property damage deductibles shall not exceed \$500 for any one claim

-The County's Protective Liability insurance which shall protect the County against any and all claims and liabilities for injury or death of persons, or damage to property caused in whole or in part by the negligent acts of CONTRACTOR, his agents, employees, or subcontractors, in connection with or resulting from the operations performed under the terms of this agreement.

The Certificate holder shall be *Newberry County Government, South Carolina, Attn: Procurement and Contracting, Post Office Box 156, Newberry, South Carolina 29108*. The Certificate should state:

(1) Newberry County, South Carolina is named as additional insured with the respects to liability arising out of any work performed by or on behalf of the Offeror; and

(2) "This insurance is primary to other insurance or self-insurance, whether such other coverage is stated as primary, excess, contingent or otherwise." Insurance shall provide that it may not be canceled or changed without thirty - (30) calendar days' written notice to County. 30 days cancellation, non-renewal, material change or coverage reduction notice is required. The words "endeavor to" and", but failure to mail such notice shall impose no obligation or liability or any kind upon the company its agents or representatives" should be eliminated from the Notice of Cancellation provision on standard ACORD certificates

The Certificate should state, "The insurance evidenced hereon applies to work performed by or on behalf of ***Name of the Vendor or Contractor***. ("the Offeror") for Newberry County South Carolina.

14.2 **POLICY CANCELLATION**

Thirty (30) days written advance notice of cancellation or of any material change in the policy(ies) is required.

15. **WORKING CONDITIONS**

In the performance of this Agreement, the Contractor shall adopt wages, working conditions, and other employment policies which meet the approval of the County, provided however, that the Contractor will not be required to violate any applicable Federal or State statutory provisions.

16. **JOB SAFETY COMPLIANCE**

It shall be the responsibility of the Contractor to comply with all the provisions applicable to the Occupational Safety and Health Act as enforced by the U. S. Department of Labor and to require all employees to comply with this law and all

regulatory State or local laws affecting job safety.

17. SAFETY AND ACCIDENT PROVISION

It shall be the Contractor's responsibility to maintain throughout the job period a safety and accident prevention program which meets requirements of Federal, State, and local codes; to include, all other authorities having jurisdiction over this work. In the event of any personal injury accident in connection with the work, the designated representative(s) of the County shall be immediately notified in writing and given all known facts regarding the accident.

SECTION "H"

ADVERTISEMENT

REQUEST FOR PROPOSAL
2009-06
FLEET MAINTENANCE AND MANAGEMENT SERVICES

Newberry County is soliciting Requests for Proposals from qualified Vendors to provide Fleet Maintenance Service.

*The Office of Procurement, 1309 College Street, Post Office Box 156, Newberry, South Carolina, 29108 shall accept sealed proposals in one-(1) original and three copies **“RFP-2009-06, Fleet Maintenance and Management Services”** until **3:00 p.m. Eastern Standard Time, Friday, May 29, 2007**. Proposals shall not be accepted after the above date and time. Proposal information may be obtained by contacting Rodolfo at the above address, e-mail at cwaldrop@newberrycounty.net or visiting our Website at www.newberrycounty.net*

There will be a Mandatory Pre-Proposal Conference on Friday, May15,2009 at 3:00 p.m., Eastern Standard Time, located Newberry County Public Works, 1309 College Street, Newberry, South Carolina 29108.

Questions will be due not later than May 20, 2009 at 12:00; responses will be published on May 21, 2009 via the County’s website.

The County reserves the right to accept or reject any and all responses, to waive technicalities and informalities, to negotiate further with the vendor of its choice, and to request additional information, to interview and to make an award deemed to be most advantageous to the County and in its own best interest. All submittals shall become property of the County and is subject to the Freedom of Information Act (FOIA) regulations

*Crystal Waldrop, CPPB
Director*