

**COUNTY OF NEWBERRY**  
**Purchasing Department, Post Office Box 156, Newberry, SC 29108**  
**Ph: (803) 321-2100 / Fax: (803) 321-2102**

***INVITATION FOR BIDS***

**BID NUMBER:** 2007-015 Re-bid **DATE:** January 22, 2007

**OPENING DATE AND TIME:** January 31, 2008 @ 3:00 p.m. (EST)

**ADDRESS:** Newberry County Court House Annex  
County Administrator's Office, Procurement  
Post Office Box 156  
1309 College Street, Newberry SC 29108

**PROCUREMENT FOR:** One (1) Tri-Axle Dump Truck

**Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for the delivery of bids which are mailed. BID NUMBER MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE.**

**DIRECT ALL INQUIRIES TO:**

\_\_\_\_\_  
Crystal Waldrop, CPPB  
Purchasing Director

**NOTICE TO BIDDERS:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid. All amendments to and interpretations of this solicitation shall be in writing and issued by the Purchasing Director of the County. Newberry County shall not be legally bound by an amendment or interpretation that is not in writing.



## INSTRUCTIONS TO BIDDERS

1. Only one copy of bid is required unless otherwise specified.
2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the purchasing office at the time indicated in the bid document.
3. When specifications or descriptive papers are submitted with the bid, enter bidder's name thereon.
4. Submit your signed bid on the bidder's schedule provided. Show bid number on envelope as instructed. Newberry County accepts no responsibility for unmarked or improperly marked envelopes.
5. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40 Code of Laws of South Carolina, 1976, as amended, (also known as the Freedom of Information Act). The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. Tie bids will be resolved in accordance with the provisions of the Newberry County Purchasing Ordinance.

## GENERAL PROVISIONS

1. The County of Newberry reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the County.
2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.
3. **PROHIBITION OF GRATUITIES:** South Carolina law and the Newberry County Purchasing Ordinance prohibit the giving of anything of value in return for favors or other preferential treatment in the purchasing process. Bidders should govern themselves accordingly.
4. **BIDDERS QUALIFICATION:** Bidders must, upon request of the county, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein. Bidder determined to be irresponsible bidders are not allowed to bid to provide the County goods or services.
5. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
6. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. Award may be made to one or a multiple of bidders, whichever deems to be in the best interest of the County, or unless otherwise stated on the bidder's schedule.
7. **WAIVER:** The County reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the county.
8. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it

shall be the responsibility of the interested vendor to notify the Purchasing Director on in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

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

### **GENERAL CONDITIONS**

1. **DEFAULT:** In case of default by the contractor, the County reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting contractor will be considered until the assessed charge has been satisfied.
2. **NON-APPROPRIATION:** Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **HOLD HARMLESS:** The successful bidder shall indemnify and hold harmless the County of Newberry and all County officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Purchasing Director, P.O. Box 156, Newberry, SC 29108, or by calling 803-321-2100.
5. **FORCE MAJEURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of a public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
6. **PUBLIC RELEASE:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User.
7. **QUALITY OF PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new, in first class condition, and without defect that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and shipping to the specified destination in Newberry County. No demonstration models shall be sold as new, without prior written permission of the County.
8. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
9. **ASSIGNMENT:** No contract or its Provisions may be assigned, sublet, or transferred without the written consent of the Purchasing Director.

10. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
11. **DELIVERIES:**All deliveries shall be FOB Destination. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the County. Any claim for loss or damage shall be between the contractor and the carrier.
12. **APPROPRIATE S.C. SALES TAX** shall be included as a line item in the bid unless other wise noted in the request from the County. The rate for Newberry County is 7%. For vehicle purchases, emergency service vehicles, fire trucks, heavy equipment or other items that require titles from the South Carolina Department of Transportation, sales taxes must be listed as a separate line item in the bid or on the bidder's schedule.
13. **PAYMENT TERMS:** Payment will be made within thirty (30) days of acceptance of the completed order. Payment will be made earlier providing there is an early payment discount offered.
14. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid.
15. **NUMBER OF BIDS REQUIRED:** Three copies of the bid submittal are required unless otherwise stated in the Invitation to Bid.
16. **RIGHT TO PROTEST:** With regard to any goods or services valued at over \$15,000 procured through sealed bid method only, any actual or prospective bidder, offerer, contractor, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Director. The protest, setting forth the grievance, shall be submitted in writing within 10 days after the aggrieved person know or should have known of the facts giving rise thereto.
17. **NOTIFICATION:** In order to receive a copy of the bid tabulation, you must enclose a self addressed stamped envelope. Intent to Award and/or Statement of Award will be publicly posted in the County Courthouse Annex lobby, and will be posted on the Newberry County web site at [www.newberrycounty.net](http://www.newberrycounty.net).
18. **LEASE PURCHASE AGREEMENT: The County will be purchasing this equipment on an agreement with BB&T Financial and they will be listed as the lien holder. The address to which must appear on the title is BB& T Financial, Post Office Box 31273, Charlotte, N.C. 28231.**
19. **BID BOND:** Bidders are required to submit with their bids a bid bond either in the form of a cashier's check or form a Surety Company in the amount of 5% of the total bid price. Bid Bonds will be returned to the unsuccessful bidders once the lowest most responsive, responsible bidder has been determined. The bid bond will be returned to the successful bidder once a purchase order has been issued and the vendor has acknowledged such issuance.

## SECTION ONE

### **1.00 GENERAL INFORMATION (mark in the brackets if you comply with the specification)**

1.01 All equipment furnished will be subject to the approval of the County Council, Purchasing Director, Fleet Manager and the Director of Public Works.

1.02 Specification information point of contact is Crystal Waldrop, Purchasing Director, telephone (803) 321-2100, fax (803) 321-2102.

1.03 Bid prices must be guaranteed for a minimum of thirty (30) days unless noted in other sections.

1.04 Bidder will provide two separate bid packages, each containing copies of section 1, Section 2, the bid quote sheet and all appropriate manufacture brochures.

1.05 Successful bidder must have a valid Occupational Tax License for the county of their residence.  
License Number \_\_\_\_\_ State \_\_\_\_\_

1.06 Bidder is not an employee of Newberry County

### **2.00 SELECTION OF SUCCESSFUL BIDDER**

2.01 All warranties, expressed or implied, must be submitted in writing and will become a part of the vendor's formal bid offering.

2.02 The evaluation of the equipment component warranties will be an additional determining factor in the acceptance/rejection of all equipment considered for purchase.

2.03 Warranties offered by equipment manufacturers for the replacement and installation of component parts may be evaluated by the using and servicing departments.

2.04 In the event that the successful bidder's (manufacturer) is on strike at the time of the award of the bid, the County reserves the option to accept the first acceptable bid from a vendor whose manufacturer is not on strike.

### **3.0 GENERAL SPECIFICATIONS AND STANDARDS**

3.01 All bid equipment shall be current or next year model unless otherwise specified. The body, finish, and fittings shall be of a model that has not been used as a demonstrator or for any other service, and shall be factory standard in all respects not in conflict with specific requirements.

3.02 The design of the equipment must be such that it does not hamper or restrict subsequent installation and use of emergency/safety equipment. The driver's compartment width and seat-to-dash panel space requirements must be adequate to permit the safe, comfortable, and effective operation, to the satisfaction of the County.

3.03 All standard equipment is to appear on the equipment as listed in the manufacturer's brochure.

3.04 Dealer must furnish a Bill of Sale/Certificate of Origin in the name of "Newberry County" and the title will be made to BB&T Financial, as this is purchased on a lease.

- [ ] 3.05 All Department of Motor Vehicle title documentation, odometer verification, and dealer invoicing must be delivered at the time of delivery of vehicle, failure to do so may delay invoice payment.
- [ ] 3.06 All equipment must have a data plate attached, listing the equipment make, model and identification number of the unit.
- [ ] 3.07 The successful bidder will ensure that the County has access to all current and future Technical bulletins pertaining to the selected equipment.
- [ ] 3.08 Training is to be offered at no cost to the County. The successful bidder is required to ensure the Opportunity for future placement of County service personnel to attend any local training/ instruction, at the dealer's place of business, for equipment maintenance and repair. The County shall have access to review all training aids at the dealership's place of business, by appointment.
- [ ] 3.09 Dealer must have access to information regarding all specialized tools and equipment needed for the repair of the equipment, if called for by the manufacturer, for review by County service personnel.

**4.00 SAFETY AND EMISSION STANDARDS**

- [ ] 4.01 Manufacturer's standard equipment and all devices necessary to comply with the Federal Motor Vehicle Safety Standards will be included.
- [ ] 4.02 Vehicles must comply with all Federal Emission Standards and applicable local and state laws on crankcase, exhaust and fuel emissions.

**5.0 WARRANTY**

- [ ] 5.01 Warranty to be the standard manufacturer's warranty as supplied with all equipment sold by the manufacturer.
- [ ] 5.02 Warranty work will be performed at a dealership in the area in which the equipment is assigned.
- [ ] 5.03 All warranty car(s) to be delivered to the Fleet Management.
- [ ] 5.04 If any equipment components are substituted or changed after the bid is awarded, the manufacturer for the substitution part, must warrant any component deviations with the same or better warranty initiated at the time of the bid.
- [ ] 5.05 Component change notification must be sent to the Fleet Manager and the appropriate County Department prior to component change or delivery of the equipment to the County.

**6.00 DELIVERY**

- [ ] 6.01 The equipment delivered to the County by the successful bidder will have the dealer preparation service work normally performed by the dealer completed before delivery.
- [ ] 6.02 Equipment, upon delivery, will be ready for service.

[ ] 6.03 Cost of delivery must be included in bid.

[ ] 6.04 Delivery site of the equipment will be to:

Newberry County Public Works

11586 SC Hwy. 34

Newberry, SC 29108

Successful bidder shall contact the Public Works Department prior to any delivery.

[ ] 6.05 Delivery will be made between the hours of 8:00 AM (EST) and 3:00 PM (EST), Monday through Friday, excluding County recognized holidays.

**SECTION TWO**

**SPECIFICATIONS FOR: TRUCK, DUMP, TRIAXLE, 14-16 CUBIC YARD, 16 FOOT LENGTH**

**1.00 BIDDER INSTRUCTIONS**

- 1.01 For the purpose of continuity and to simplify the review process, certain manufacturer's brands and models codes may be used for bid quoting. Use of manufacturer's brand and model in gathering bid quotations for this bid process in no way constitutes elimination of other brands or models from the selection process. It is the intend of Newberry County to accept any and all bid quotes from a variety of manufacturers, then select the best item that meets or exceeds requirements.
  - 1.02 Bidders will use the area in parenthesis provided at left margin, a check mark therein will be considered by Newberry County as indication that bidders are meeting or exceeding that portion of the specification.
  - 1.03 Bidders will list the single unit price offered on appropriate bid sheet.
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**2.0 WARRANTY**

- 2.01 [ ] Warranty - standard vehicle warranty
  - 2.02 [ ] Auxiliary Equipment – bidder will provide a one year on-site warranty for all emergency equipment installed, response time will be not later than twelve (12) hours of reported deficiency.
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**3.00 BIDDER'S EXCEPTIONS**

- 3.01 Any deviations or specifications are to be noted by the bidder below, or on a separate sheet, titled "*Bidder's Exceptions*" and the bidder will list the item number and the proposed change to the specification.
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**4.00 VEHICLE REQUIRMENTS**

**BIDDER'S EXCEPTIONS**

- 4.01 [ ] GVWR – minimum of 74,000 pounds
- 4.02 [ ] Drive type – 6x4, Triaxle, dual rear wheels
- 4.03 [ ] Frame – full length C channel double reinforced frame
- 4.04 [ ] Engine – minimum of 330/350 horsepower turbo-Charged diesel engine with:
  - Air filter – dual element type
  - Batteries – dual heavy duty type
  - Cold start capacity – required
  - Oil cooler – required
  - Compression brake – Jacobs brake type

- 4.05 [ ] Fuel tank – One 90 Gallon capacity steel Tank left side mounted
- 4.06 [ ] Exhaust – single horizontal muffler with turn-out type tail pipe
- 4.07 [ ] Transmission – 9 Speed minimum, double-low capability
- 4.08 [ ] Clutch – self-adjusting, double plate, ceramic type
- 4.09 [ ] Rear axle – 60 mph rating, driver controlled differential lock required
- 4.10 [ ] Axle ratings – front axle 20,000 pounds minimum, rear axle 44,000 pounds minimum
- 4.11 [ ] Suspension, front – 20,000 pounds minimum multi-leaf springs with telescopic shock absorbers
- 4.12 [ ] Suspension, rear – 44,000 pounds minimum multi-leaf springs with auxiliary springs
- 4.13 [ ] Brake system – air operated, S-cam with:  
 Air-compressor – Bendix model Tu-flo 550, 13 CFM  
 Air dryer with heater – Bendix model AD-9  
 Air tank drains – Bendix model, DV-2, automatic type  
 Brakes, front – 16.5 x 5 inch with 30 sq. inch chambers  
 Brakes, rear – 16.5 x 7 inch with 30 sq. inch chambers  
 Dust Shields – front and rear required  
 Slack adjusters, front and rear – automatic type  
 Gladhand connections rear chassis frame
- 4.14 [ ] Power steering – required
- 4.15 [ ] Wheels and tires – 22.5 inch painted steel disc, 10-stud type  
 Tires, front – 2 each, 315/80R22.5 highway tread radials  
 Tires, rear – 8 each G124 11R22.5 traction tread radials
- 4.16 [ ] Body – conventional cab type with:  
 Air conditioning, heater and defroster  
 Circuit breakers – manual reset type  
 Floor covering, black vinyl  
 Instrumentation package – standard package  
 Instrumentation, other – hourmeter, oil pressure (low pressure/high temperature indicator light and Audible alarm buzzer), voltmeter and water temperature  
 Radio – AM/FM type  
 Seat, driver – high back, air-operated, gray vinyl preferred  
 Seat, passenger – one passenger type, gray vinyl preferred  
 Windows – tinted

**6.0 DUMP BODY REQUIRED**

**BIDDER'S EXCEPTIONS**

- 6.01 [ ] Capacity -16 cubic yard fill capacity

- 6.02 [ ] Length – 16 feet
- 6.03 [ ] Underbody construction – minimum of 3 inches high tensile channel steel cross-members on 12 inch centers
- 6.04 [ ] Body construction – unit will come with:  
 Floor – ¼ inch steel, sloped corners  
 Sides – 10 gauge steel, 30 inch ribbed sides  
 Top boards – 6 inch metal boards on sides  
 Front – 10 guage steel  
 Cab shield – ¾ cab protector shield  
 Tailgate – 60 inch height, top hinge, sloping six panel tailgate  
 Asphalt apron – maximum of 12 inches  
 Tarp tie rails and steps – both sides  
 Stop/turn signal lights – recessed into corner pillars
- 6.05 [ ] Body hoist system – unit will come with:  
 Hoist cylinder – 3 stage single telescopic type  
 Hydraulic reservoir – side mounted to frame  
 Hydraulic filters – in tank and return-line filters  
 Hydraulic pump – direct mount type  
 Body prop – standard
- 6.06 [ ] Controls – unit will come with:  
 PTO control – located on hoist control tower  
 Hoist control – single lever tower, cab, on tower  
 Tailgate control – air operated valve, in cab, on tower  
 Body raised indicator light – required in cab
- 6.07 [ ] Electrical – standard lighting with enclosed protective Wiring harness, 7-pin trailer connection socket listed below
- 6.08 [ ] Tarp system – vinyl type with flaps, electric-operated
- 6.09 [ ] Pintle hook – 25 ton, spring-loaded, swivel-type pintle hook, 24 inch mounting height, with two 2 inch diameter closed-loop chain eyes, mounted on left and right of pintle hook
- 6.10 [ ] Paint – corrosion and rust resistant primer, white paint

**7.00 SPECIALTY ITEMS**

**BIDDER'S EXCEPTIONS**

- 7.01 [ ] All vehicles will be provided with three (3) keys  
*Aluminum keys are not acceptable*
- 7.02 [ ] Fire extinguisher – DOT approved, 2 ½ pound (ABC type) all-metal head, with current inspection tag, mounting bracket, installed on floor board
- 7.03 [ ] Backup alarm – required, installed with all necessary wiring and in full compliance with Section 8.00 as listed below
- 7.04 [ ] Dual strobe light – Star model 9200S mini bar light with dual stobe lights, one amber and one clear lens, mounted on the front center of cab shield, toggle switch mounted in the lower section

of the dash panel, with all necessary wiring and in full compliance with Section 8.00 as listed below

- 7.05 [ ] Trailer wiring – trailer wiring harness with Bargman model 14631 (or equivalent) metal cased seven flat blade female plug, attached to rear, with all necessary wiring and in full compliance with Section 8.00 as listed below
- 7.06 [ ] Electric brake controller – required, installed with all necessary wiring in full compliance with Section 8.0 as listed below

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**8.00 ELECTRICAL CONNECTIONS (COST TO BE CALCULATED IN EACH BID ITEM)**

- 8.01 [ ] Installation uniformity – each vehicle category will have the installed equipment, wiring and connections set up identically to permit ease of service and operator friendliness
- 8.02 [ ] Wire – UL approved color-coded wiring will be used that meets or exceeds Ford specification MIL56a
- 8.03 [ ] Terminals – UL approved solder-less terminals will be used for all wire connections, taping of connections is not authorized
- 8.04 [ ] Circuit breakers – all power wires will be connected to UL approved Type 1 automotive reset circuit breakers capable of cycling continuously during over-current situations and providing protection to after market wiring and equipment
- 8.05 [ ] Loom – all exposed wiring will be covered by a high temperature convoluted slit loom
- 8.06 [ ] Grommets – all wiring and looms passing through separate sections of the vehicle, such as the firewall or roof will utilize rubber grommets and will be sealed with a clear silicone to reduce noise and provide weatherproofing
- 8.07 [ ] Cable ties – heavy duty black nylon ties will be used to secure the wiring and loom various locations throughout the vehicle
- 8.08 [ ] Grounding connections – all electrical equipment grounding connections must be separately frame –grounded to eliminate possible electrical malfunctions
- 8.09 [ ] Wiring schematics – bidder will utilize color-coded wiring for the installation and will provide a detailed schematic drawing of all wiring, switches and terminals in the installation process

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**9.00 OPTIONAL EQUIPMENT (PRICE SEPARATELY ON BID SHEET)**

- 9.01 [ ] Insulated dump body – bidder will list cost of providing an insulated body as a separate item on the bidders’ schedule
- 9.02 [ ] Automatic transmission- bidder will list additional cost of automatic transmission And PTO as a separate item on the bidders’ schedule