

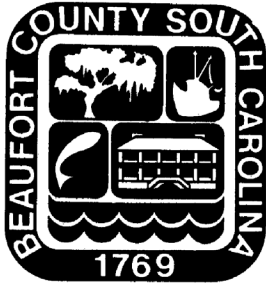
THIS IS NOT AN ORDER

*ONE VENDOR ORIGINAL & ONE VENDOR COPY TO BE
SUBMITTED BY EACH BIDDER

*VENDOR ORIGINAL
*VENDOR COPY

Dates Advertised: May 3, 2021

Page 1 of 17 Pages



**INVITATION
FOR QUOTES
(IFQS)**

FORMAL SEALED BID () REQUEST FOR QUOTE (X)

We require bids/quotes to be electronically submitted through our Vendor Registry Program. Please go to www.bcgov.net and sign up to submit your bid.

(FAX BID NOT ACCEPTED)

*QUOTES WILL BE RECEIVED UNTIL 3:00 P.M.

Bid/Quote No. (No., Date, Time of Opening and State License Numbers to be shown on Envelope or electronic quote)

ON:

May 13, 2021

Invitation for Quotes #051321

LOCAL TIME-THEN PUBLICLY OPENED IF SEALED BID

Invitation for Quotes for One ¾ Ton Pickup Truck for Beaufort County Mosquito Control

PREBID CONFERENCE: Not Applicable

David L. Thomas, CPPO
Purchasing Director

Mailing Date

SUBMIT QUESTIONS THROUGH:
Vendor Registry
at least calendar 5 days before quote opening.

VENDOR NAME

REASON FOR NO BID

VENDOR MAILING ADDRESS

Amend Number(s) Received:

CITY-STATE-ZIP-CODE

S.C. TAX NO.

Telephone Number ()

FEDERAL I.D. OR SOCIAL SECURITY NO.

Toll-Free Number ()

Fax Number ()

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPE/TITLE)

IF A SUMMARY OF BIDS IS DESIRED, ENCLOSE A SELF-ADDRESSED STAMPED

BID/Quote ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within 30 days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery by the date specified within the scope after receipt of order with transportation cost included and prepaid. Unless otherwise stated and accepted herein, I agree to complete this proposed contract in less than sixty (60) days after issue date of purchase order. If applicable provide the awarded supplies/items for a one year contract at firm fixed prices from the date of the award.

IMPORTANT

IF YOU CONSIDER THESE SPECIFICATIONS AS RESTRICTIVE,
SEE GENERAL PROVISIONS, PARAGRAPH #20, DISCREPANCIES.

* Bids/Quotes received after the time specified for opening cannot be considered.

Background:

Beaufort County's Mosquito Control Department is requesting a quote for a ¾ Ton Pickup Truck

Scope of work and Minimum Specifications: Provide One ¾ Ton Pickup Truck.

Below are the required specifications:

- ¾ Ton
- Crew Cab
- 4X4
- White
- Truck Must Be Among Current Inventory
- Diesel
- Short Bed
- Towing Package
- Vinyl Interior
- Truck Must Be Delivered By June 1, 2021

Instruction to Vendors/Bidders:

Bidding/Quote documents are available online www.BeaufortCountySC.gov All quotes are to be submitted through Vendor Registry

Vendors must complete the attached pricing form on page five (4) and may attach any backup information to the quote.

Beaufort County reserves the right to reject all bids/quotes and to waive minor informalities and irregularities. Beaufort County also reserves the right to terminate awarded bid if customer service provided does not meet Beaufort County Mosquito Control Department expectations.

Bids/quotes will be received by the Purchasing Department until 3:00 p.m. on the closing date shown. In order to do business with the Beaufort County, vendors must register with Purchasing through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County go to www.beaufortcountysc.gov and go to the Purchasing Department's page and click on Vendor Registration. Registration is free. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this project will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on page 1 of this document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason;
- All requested information and forms MUST be uploaded as one file if possible. Each submission must be inclusive of all forms. If necessary to have more than one upload, pricing and signed acknowledgements, etc are to be in the first upload.
- Submittals may be re-submitted prior to the date and time of bid open; if multiple submissions are received from the same source, the submission with the latest timestamp will take priority. If you have a problem with your upload, you may contact Vendor Registry at [844-802-9202](tel:844-802-9202) or cservice@vendorregistry.com.

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Response is to be submitted ONLINE by one of the two methods below:

a. Use the Link: VendorRegistry.com

b. From the County's home page, select Bid Opportunities

6. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

QUOTE FORM

PRICES INDICATED HEREIN REFLECT STRICT COMPLIANCE WITH TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS OF THIS INVITATION FOR QUOTES, OR WITH EXCEPTION DETAILED IN AN ENCLOSURE APPENDED HERETO.

_____ Company agrees to provide One ¾ Ton Pickup Truck for the Mosquito Control Department as listed in this request for quotes document and delivered to 84 Shanklin Road Beaufort, SC 29906 by June 1, 2021 after the receipt of a purchase order/contract. The total cost for One ¾ Ton Pickup Truck is \$_____. (Including SC Sales Tax of \$500)

I, the undersigned, certify that this bid/quote does not violate any Federal or State Antitrust Laws.

Bidders Federal Social Security Identification (E.I.) No. _____

(Company Name)

(Mailing Address)

(Street Address)

(CITY/STATE/ZIP)

BY _____ TITLE _____
(Please print)

(Signature – Bids Must Be Signed)

TELEPHONE _____ DATE _____

FAX #: _____

EMAIL ADDRESS: _____

LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand (\$10,000.00) Dollars, whichever is less, of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

If no bids are received from a Beaufort County Local Vendor a vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, and Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or \$10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the "RESIDENT VENDOR PREFERENCE, SECTION 2.537.1" are met for the purposes of bid document _____, dated _____.

Company Name: _____ Principal Name: _____

Company Address: _____

Secretary of State Designation: (Corporation, Individual, Partnership, other) _____

Beaufort County Business License/Classification: _____

Tax Obligation Current: _____

Signature of Principal/Date: _____

Witness/Date: _____

REFERENCES

Each Vendor shall furnish all information requested below. Bids/Quotes shall be received from qualified contractors.

Years in business: _____

Please list at least five (5) customer references.

<u>Company</u>	<u>Address</u>	<u>Contact</u>	<u>Phone Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

COUNTY COUNCIL OF BEAUFORT COUNTY

Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Government
Post Office Drawer 1228 □ Beaufort, SC 29901-1228
843.255.2354 Telephone □ E-mail: dthomas@bcgov.net

PAGES 1, 4-7 and PAGE 17 MUST BE RETURNED BY ELECTRONIC BID/QUOTE PROCESS THROUGH VENDOR REGISTRY ON OUR COUNTY WEBSITE AT WWW.BeaufortCountySC.gov OTHER PAGES SHALL REMAIN PART OF THE BID/QUOTE BY REFERENCE AND IT **IS NOT** NECESSARY TO RETURN THESE.

BEAUFORT COUNTY STANDARD CONDITIONS/PROVISIONS

CORRECTION OF ERRORS ON THIS BID FORM

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified for opening.

AMENDMENTS.

All amendments to and interpretations of this solicitation shall be in writing. The County shall not be legally bound by an amendment or interpretation that is not in writing.

ADDITIONAL INFORMATION

Bidders requiring additional information may submit their question(s) in writing through Vendor Registry. Answers to questions received that would change and/or clarify this solicitation will provided in Vendor Registry to all firms that have received the original Invitation for Quote.

DISCUSSIONS/NEGOTIATIONS.

By submission of a bid/quote, vendor agrees that during the period following issuance of a bid/quote and prior to final award of contract, vendor shall not discuss this procurement with any party, except members of the Purchasing Department or other parties designated in this solicitation. Vendor shall not attempt to discuss with or attempt to negotiate with the using Department any aspects of the procurement, without prior approval of the Buyer responsible for the procurement.

INSTRUCTIONS TO VENDORS

1. One clearly marked original and one copy of each bid/quote must be submitted on the forms furnished by the Purchasing Department.
2. Bids/quotes, amendments thereto, or withdrawal requests received after the time advertised for bid/quote opening will be void, regardless of when they were mailed.
3. Quote prices on units specified, with packing included.
4. Attach complete specifications for any permitted substitutions offered.
5. If specifications or descriptive papers are submitted with bids/quotes, enter bidder's name thereon.
6. If the article bid upon has a trade name or brand, show same in the bid with model number.
7. Sample, when required, must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this bid notice.
8. Show delivery time required after order is received, in appropriate space provided on bid forms.
9. Bids must be submitted electronically as stated above showing the bid/quote number, opening date, title and appropriate license number(s) if applicable.
10. The commodities and/or services must be furnished as described and specified, delivered f.o.b. destination freight prepaid. The term f.o.b. destination shall mean

delivered, removed from crate, and placed inside of building, when applicable.
County buildings do not have loading docks.

11. Bidders to visibly mark as “Confidential” each part of their bid that they consider to be proprietary information.
12. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may be determined invalid.

CONDITIONS

1. All bids must be submitted on the forms furnished. Number of Amendments received, if any, must be shown on page #1 of the Invitation for Bid. Altered or incomplete Bid Invitations or use of substitute forms may render the bid non-responsive.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Payment in connection with discount offered will be computed from the time of inspection/or acceptance.
4. In case of default by Contractor, the County reserves the right to purchase any or all items in default in open market, charging Contractor with any additional costs. SHOULD EACH CHARGE BE ASSESSED, NO SUBSEQUENT BIDS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated and operate satisfactory on the County’s existing equipment (as applicable). Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.
6. Tie bids will be resolved, as outlined in the County’s Procurement Ordinance.
7. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
8. Unless otherwise indicated in the bid notice, prices must be firm.
9. The successful bidder shall indemnify and save harmless Beaufort County and all County Officers, agents, and employees from all suits or claims of any character brought by reason of infringing on any patent trademark or copyright.
10. Beaufort County, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the using agency.
11. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded.
12. Any contract entered into by the County or its departments, institutions, agencies, political subdivisions, or other entities resulting from this bid notice shall be subject to cancellation without penalty, at the end of any fiscal or appropriated year, unless otherwise provided by law.
13. Request for quotes must be received by the Purchasing Department by the date and time designated, **but will not be publicly opened.**
14. All taxes on any items that the County may be required to pay must be shown separately, not included in the bid price.

GENERAL PROVISIONS

1. PROHIBITIONS OF GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore.
 - 1.1 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor under a contract to the prime contractor, or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor order.
2. 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) The Bidding Schedule, (B) General Provisions, (C) Instructions to Bidders, and Conditions, (D) Other Provisions of the Contract, whether incorporated by reference or otherwise, and (E) The Specifications.
3. COMPETITION: There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government Contract price without any liability, because the County is exempt from the provisions of the Robinson-Patman Act and other related laws.
4. TERMINATION: Subject to the Provisions below, the contract may be terminated by the Purchasing Department.
 - 4.1 Termination for Convenience: The County may, without cause, terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure of Contractor to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any damages, delay damages, or indirect costs which may arise from County's election to terminate this contract in whole or in part for its convenience.
 - 4.2 Termination for Cause: Termination by the County for cause, default, or

negligence on the part of the Contractor shall be excluded from the foregoing provisions. Termination costs, if any, shall not apply. The ten (10) days advance notice requirement is waived, and the default provision in this bid shall apply. (See Bid Condition 4.)

5. EXCUSABLE DELAY: (When Applicable)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 the fault or negligence of the Contractor. 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; 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 the default of a subcontractor, and is such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any 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. BID SCHEDULE: Enter the manufacturer, brand, and catalog number bid and prices quoted for each item in the spaces provided on the Bid Schedule sheet. Additional pages may be attached, when applicable, for quantity prices. Quote prices in units of standard pack, pricing each item separately, unless indicated otherwise in bid instructions.
7. 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 Purchasing Department reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
8. 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.
9. AWARD CRITERIA: Award will be made to the responsible and responsive bidder(s) whose bid is the most economical for the purpose intended, according to the criteria designated in the Invitation for Bid.
 - 9.1 In addition to price, the Bid Evaluation will include the following factors (as they apply):
 - 9.1.1 The quality of performance/workmanship of previous contracts, services, equipment or products; or references which attest to the specific experiences of others.

- 9.1.2 The timely completion of previous contracts or services or the timely delivery of past orders; or references that attest to the specific experiences of others.
 - 9.1.3 The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
 - 9.1.4 The County reserves the right to conduct on-site inspections of any bidder's facilities prior to award. The results of said inspection will be considered by the County in determining bidder's capabilities of successfully administering to this contract.
 - 9.1.5 The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
 - 9.1.6 The resale value, life cycle costing (which includes the cost of maintenance) and value analysis.
 - 9.1.7 The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required.
 - 9.1.8 Delivery of a product and timely completion of a project as stated by vendor in the bid.
 - 9.1.9 Substantial compliance or noncompliance with specifications set forth in the bid as determined by the County.
 - 9.1.10 Product or parts inventory capability as it relates to a particular bid.
 - 9.1.11 Results of product/equipment testing.
 - 9.1.12 Warranty - Terms and Conditions.
- 9.2 Evaluation: Bids may be made for one lot only, or for as many lots as the bidder can supply. Award will be made by complete lots and may be made to one or more bidders.
10. REJECTION: This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or services. The County reserves the right to waive minor informalities and irregularities, to accept or reject any or all bids received as a result of this request, or to cancel in part in or its entirety this bid, if it is in the best interest of the County to do so. In addition, the County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the County.
- 10.1 Rejection of Lowest Bid: Substantial negative findings from the Bid Evaluation as listed in paragraph 9, Award Criteria, and/or the factors as listed below, may result in the rejection of the lowest bid, if in the best interest of the County of Beaufort.
- 10.1.1 Additional purchase of repair/replacement parts for the low bid item, as opposed to an existing inventory of parts for a higher bid item.
 - 10.1.2 Greater service costs for the low bid item.
 - 10.1.3 Longer service time for the low bid item, which would cause longer down time of the item.

- 10.1.4 Proven reliability of the higher bid item.
- 10.1.5 Compatibility of the higher bid item with existing equipment.

- 11. ASSIGNMENT: The Contractor shall not sublet, assign, nor by means of a stock transfer or sale of its business, assign or transfer this contract without the written consent of the Purchasing Director.
- 12. CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to the Purchasing Department.
- 13. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, age, national origin, or physical handicap.
- 14. WAIVER: The County reserves the right to reject any or all bids, to waive any General Provisions, Special Provisions, or minor specification deviation when considered to be in the best interest of this County.
- 15. RESTRICTIONS/LIMITATIONS: No purchases are to be made from this Contract of any item that is not listed, nor of any item that is currently authorized under any contract awarded prior to this Contract.
- 16. PURCHASES FROM OTHER SOURCES: The Purchasing Department reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.
- 17. QUALITY OF PRODUCT: Unless otherwise indicated in this bid, it is understood and agreed that any item offered or shipped on this bid shall be new, the latest model, and in first class condition, and when applicable all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

Any deviations from the Specifications/Conditions listed herein must be clearly identified and explained with each bid.

- 18. ISSUANCE OF PURCHASE ORDERS: Beaufort County shall not be responsible for invoices of \$500 or more that do not have a purchase order covering them.
- 19. ITEM SUBSTITUTIONS: No substitutes will be allowed on purchase orders received from agencies, without permission from the Purchasing Department.
- 20. DISCREPANCIES: A bidder who discovers a discrepancy or omission in the specification, or is in doubt of the interpretation of any part of the Invitation for Bid or considers that the Specification or Invitation for Bid is restrictive or discriminatory shall notify the Purchasing Director, in writing not later than ten (10) days prior to the scheduled bid opening, or at a pre- bid conference should one be scheduled. Exceptions taken do not obligate Beaufort County to change or alter specifications. Nothing will change the Invitation for Bid, unless written amendment is provided by

the Purchasing Director at least three (3) working days before the Bid Opening.

21. BRAND NAMES: The name of any manufacturer, trade name, or manufacturer's or vendor's catalog or model number set forth in the specification is for the purpose of describing the minimum standard of quality, type, or performance. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of performance specified.
22. NONRESIDENT TAXPAYERS: If the bidder is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the bidder acknowledges and understands that in the event he is awarded a contract, bidder shall submit a Nonresident Taxpayer Registration Affidavit (State Form #1-312-6/94) to the Beaufort County Purchasing Department before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.
23. BUSINESS LICENSE: (IF APPLICABLE) In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.BeaufortCountySC.Gov or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.
24. BID GUARANTY AND BOND: Bidder agrees to forfeit Bidder's Bond, **when required on the Bid Schedule**, in the event of failure to contract with County Council within ten (10) days after award of Bid. Checks or Bid Bond of the unsuccessful bidders will be returned once bid is awarded. Check or Bid Bond of the successful bidder will be returned after delivery and acceptance of item.
25. REQUIREMENTS CONTRACT QUANTITIES OR USAGE: Whenever a bid is sought seeking a source of supply for a requirements contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Beaufort County as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Bidder's information only and will be used for tabulation and presentation of bid.
26. CHOICE OF VENUE: Any disputes under this contract that cannot be resolved between the County of Beaufort and the vendor must be resolved in a circuit court of Beaufort County, Beaufort, SC, and the Fourteenth Judicial Circuit.
27. LICENSES, PERMIT AND FEES: All Bids submitted must include the price of any business and professional licenses, permits or fees as required by Federal, State or Local Government Agencies.
28. ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.

29. RIGHT TO PROTEST:

- 29.1 Any actual or prospective bidder, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
- 29.2 Authority to Resolve Protest. The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- 29.3 Decision. If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,
- 30.3.1 State the reasons for the action taken; and
 - 30.3.2 Inform the protestant of its right to administrative review as provided in this Section.
- 29.4 Notice of Decision. A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- 29.5 Finality of Decision. A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or
- 29.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
 - 29.5.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs, when it is determined that the protest is without standing.

30. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion: The contractor certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

State whether or not your company has been involved in any litigation within the past five (5) years, arising out of your performance by circling YES OR NO.

If you circled "YES", explain fully in a separate attachment.