

PROJECT NO.: NC-09-16

PROJECT TITLE: MISC. EQUIPMENT (FIRE DEPT.)

Dear Sir or Madam:

Sealed bids will be received at North Charleston Purchasing Department, 2500 City Hall Lane, North Charleston, SC 29406 until 1:00 p.m., Thursday, April, 14, 2016 for various loose tools and equipment needed for fire apparatus(s). See attached.

The City reserves the right to reject any and all bids, to waive any technicalities or informalities, and to be the sole judge of the suitability of the item offered for use by the City. Please mark your envelope "SEALED BID: NC-09-16 to be opened 1:00 p.m., April 14, 2016. The City is not responsible for bids delayed in the mail or other delivery service. It is the bidder's responsibility to insure that his/her bid is at the designated place prior to the time set for receiving bids.

Sincerely,

A handwritten signature in blue ink that reads "Denise Badillo". The signature is written in a cursive style with a large, prominent initial "D".

Denise Badillo
Director of Purchasing

GENERAL INFORMATION

This solicitation is intended to promote competition. If the 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 City of North Charleston, in writing, via email to dbadillo@northcharleston.org so as to be received 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 award.

GENERAL REQUIREMENTS:

The City of North Charleston is purchasing various tools and Equipment for a new 2013 Pumper Fire Truck. This is an initial, one time purchase of tools and equipment.

- a. Prices must be the price for "New" merchandise.
- b. In the event of extension error(s), the unit price will prevail and the bidder's total will be corrected accordingly. In the event of addition error(s), the extended total will prevail and the bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed, in ink, by the bidder.
- c. The bidder shall be solely responsible for clearing the right to use any patented or copyrighted material.
- d. The successful vendor shall fully warrant all material, tools and equipment provided, against defect in material and/or workmanship for a period of thirty (30) days. Should any defect in material or equipment, except normal wear and tear, appear during the warranty period, the vendor shall repair or replace same at no cost to the City.
- e. Delivery shall be F.O.B. at the North Charleston Fire Department, Station #2, 2800 Carner Avenue, North Charleston, SC 29405. Deliveries shall be made during normal working hours. All items delivered that are not as specified, will be returned at no expense to the City.
- f. Unless otherwise specified by "Or Equivalent" or "No Exceptions", the mention of a particular manufacturer's brand or number does imply that this particular product is the only one that will be considered for purchase.

AWARD OF BID:

Award of the Bid will be on an all or none basis. Bids will be analyzed and the award made to the lowest responsible, responsive Bidder whose Bid conforms to the specifications. The City shall be the sole judge of weights, given these factors. Selection of a Bid shall not imply the rejection of any other Bid. The City of North Charleston may reject any or all Bids without cause or explanation, and without incurring obligation to any Bidder.

SUBMITTING BIDS:

Due to the quick turn-around of this bid - Bids will be accepted and encouraged to be **submitted online**. Bids **MUST** be received no later than 1:00 p.m. EST, Thursday, April 14, 2016. Bids can be submitted online to the City of North Charleston, Purchasing Department by visiting our website at www.northcharleston.org and following the links to **Business > Do Business With North Charleston > Current Bids > Misc. Equipment (Fire Dept.)**. It will be the responsibility of the vendor to ensure that their bid was received.

Bids submitted via mail should be addressed to: City of North Charleston, Purchasing Department, P.O. Box 190016, North Charleston, SC 29419-9016.

Bids hand delivered by courier service should be addressed to: City of North Charleston, Purchasing Department, 2500 City Hall Lane, North Charleston, SC 29406

Bidders submitting their bid the morning of should report to the City of North Charleston, 2500 City Hall Lane, 3rd Floor Rhett Conference Room, North Charleston, SC 29406

The following documents shall be submitted with the Bid:

- a. Bid Sheet
- b. Resident Vendor Preference Affidavit if applicable
- c. Certification of Drug Free Work Place
- d. Certification of Non-Segregated Facilities
- e. Certification Regarding Illegal Immigration

ADDITIONAL INFORMATION:

Questions or requests for additional information shall be directed to the Purchasing Director via email, dbadillo@northcharleston.org.

No oral interpretation will be made to any Bidder as to the meaning of the Bid Documents or any part thereof. All questions or concerns regarding this Invitation to Bid must be submitted in writing and sent via email or fax. Any inquiry received five or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum. In addition, all Addenda will be faxed and mailed to each person holding Bid Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. It is highly recommended that all Bidders contact the Purchasing Director before the bid is due to verify the number of Addenda, if any. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidder.

SUBSTITUTIONS:

To maintain the conformity of the Fire Departments equipment and tools, when a specific brand name or manufacturer is listed substitutions will not be accepted.

If the item designated states (or equivalent) a substituted item may be bid.

Any substituted/equivalent item must meet or exceed the specs of the original item requested and must be accompanied with a spec sheet for approval by the North Charleston Fire Department.

BID REJECTION:

Bids may be rejected for any, but not limited to, the following reasons:

- a. If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.
- b. If any Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- c. If the Bid contains obviously unbalanced prices.
- d. If there is more than one Bid from an individual, a firm or partnership, a corporation or any association, under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested as a principal in more than one Bid will cause the rejection of all Bids in which such Bidder is believed to be interested. Any or all Bids will be rejected if there is reason to believe that collusion exists. Award will be made only to a responsible, responsive Bidder who the Owner believes to be capable of supplying the required equipment within the time specified.
- e. If a Bidder does not acknowledge all Addenda
- f. Any bids that are received after the time set for opening will be returned unopened to the Bidder.

WITHDRAWAL OF BIDS:

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business up to the time fixed for opening, provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for the Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly. No Bids may be withdrawn however, for a period of 60 consecutive calendar days after bid opening date.

TIME FOR RECEIVING BIDS

- a. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered.
- b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

OPENING OF BIDS:

At the time and place fixed for the opening of Bids, the City will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids. Bidders and other persons properly interested may be present, in person or by representatives. A Bid Sheet will be published that will reveal each Bidder's name, Bid amount and whether the Bidder acknowledged the Addenda, if any.

TERMINATION:

- a. Termination for Non-Compliance with Drug Free Workplace Act: In accordance with the Drug Free Workplace Act, this contract is subject to immediate termination, suspension of payment, or both, if the Contractor fails to comply with the terms of the Drug Free Workplace Act.
- b. Termination for Cause: If the Contractor fails to perform the work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the City, to comply with any of the terms and conditions of the Contract Documents, then this Contract may be cancelled and terminated by the City at any time prior to delivery of material without advance written notice. Default or breach of any clause of this contract shall constitute "cause" for termination

Further, any act of omission by the Contractor which is contrary to law or public policy shall be considered "cause" allowing termination as provided herein. The City will not be liable for any termination costs where termination is for cause

- c. Termination for Convenience: The City shall have the right to terminate this Contract for convenience upon ten (10) days advance written notice. In the event that this Contract is terminated or cancelled upon the request and for the convenience of the City, then the City shall pay Contractor for all materials purchased to date on the City's behalf and for the value of services rendered to date (including reasonable profit margin). The City shall not otherwise pay for costs of termination, opportunity costs, or any costs or amounts of other description. As a prerequisite to Contractor receiving payment for goods purchased on City's behalf, the Contractor shall first turn over possession and all right title or other interest in the materials to the City.
- d. Termination for Non-Appropriation of Funds: The City, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a Federal, State, City or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.
- e. Termination for Harassment/Discrimination: Neither Contractor, nor any employee or agent of Contractor, shall discriminate against or harass any person because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that such conduct does not occur. Violation of this clause may result in immediate termination of all contracts between the City and the Contractor "for cause" and may further result in Contractor being suspended or debarred from bidding on future contracts.

RESIDENT VENDOR PREFERENCE

A Resident Vendor Preference of one percent (1%) of the aggregate bid amount shall be given to all qualified Resident Vendors in the award of all formal bids/proposals

- a. Any vendor claiming the Resident Vendor Preference must submit a North Charleston Resident Vendor Preference Affidavit and a copy of their current North Charleston business license as part of the vendor's bid. The affidavit shall be included with each bid package furnished to a vendor. Failure of a vendor to return the affidavit and a copy of their current North Charleston business license with their bid shall disqualify the vendor for consideration of the Resident Vendor Preference.

- b. Nothing in the Resident Vendor Preference program shall be construed as increasing or decreasing the actual price of any bid. The actual cost which will be paid shall be the same as those bid. The percentage calculation is used only for award determination.
- c. The bid or proposal shall be awarded to the Resident Vendor if such bid does not exceed the lowest qualified bid from a nonresident vendor by more than one percent (1%).
- d. The Resident Vendor Preference shall not exceed a total amount of \$3,000.00 for any one bid or proposal award.
- e. In the event the procurement is to be made pursuant to State or Federal guidelines that prohibit or restrict local preference, then there shall be no local preference used in award.

**BID SHEET FOR TOOLS AND EQUIPMENT
NC-09-16**

City of North Charleston
Purchasing Department
P. O. Box 190016
North Charleston, SC 29419-9016

We propose to furnish equipment as per Bid NC-09-16 delivered to the North Charleston Fire Department, Station #2, 2800 Carner Avenue, North Charleston, SC 29405, at the price stated below. We understand and agree that Bids cannot be withdrawn for a period of sixty (60) days after opening.

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>EXTENDED PRICE</u>
1.	4 –	8lb Flat Head Axe 36” w/ Fiberglass Handle Fire Hooks Unlimited FA-8	\$ _____	\$ _____
2.	4 –	6lb Pick Head Axe 36” w/ Fiberglass Handle Fire Hooks Unlimited FAP-6	\$ _____	\$ _____
3.	10 –	2 ½” – 50’ Red Firequip Master Flow Combat or equivalent. The hose shall consist of a 100% synthetic yarn outer jacket over an inner lining consisting of a one-piece extruded-through-the weave Nitrile rubber tube. The outer jacket shall be completely impregnated by a mechanical process for abrasion and heat resistance. (PROVIDE HOSE SPECIFICATIONS AND FLOW DOCUMENTION)	\$ _____	\$ _____
4.	8 –	1 ¾” - 50’ Orange Firequip Master Flow Combat or equivalent The hose shall consist of a 100% synthetic yarn outer jacket over an inner lining consisting of a one-piece extruded-through-the weave Nitrile rubber tube. The outer jacket shall be completely impregnated by a mechanical process for abrasion and heat resistance. (PROVIDE HOSE SPECIFICATIONS AND FLOW DOCUMENTION)	\$ _____	\$ _____
5.	8 –	1 ¾” - 50’ Tan Firequip Master Flow Combat or equivalent The hose shall consist of a 100% synthetic yarn outer jacket over an inner lining consisting of a one-piece extruded-through-the weave Nitrile rubber tube. The outer jacket shall be completely impregnated by a mechanical process for abrasion and heat resistance. (PROVIDE HOSE SPECIFICATIONS AND FLOW DOCUMENTION)	\$ _____	\$ _____

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>EXTENDED PRICE</u>
6.	8 –	1 ¾" - 50' Green/White Firequip Master Flow Combat or equivalent The hose shall consist of a 100% synthetic yarn outer jacket over an inner lining consisting of a one-piece extruded-through-the weave Nitrile rubber tube. The outer jacket shall be completely impregnated by a mechanical process for abrasion and heat resistance. (PROVIDE HOSE SPECIFICATIONS AND FLOW DOCUMENTATION)	\$ _____	\$ _____
7.	2 –	Amerex 240 2 ½ Gallon Water Extinguisher w/universal Extinguisher. Bracket to fit all extinguishers. (NO EXCEPTIONS)	\$ _____	\$ _____
8.	1 –	Amerex A411 20LB Dry Chemical Extinguisher	\$ _____	\$ _____
9.	1 –	Amerex 311 15LB CO2 Fire Extinguisher	\$ _____	\$ _____
10.	2 –	Elevator Key Set	\$ _____	\$ _____
11.	1 –	Fire Hooks Unlimited Hydra Ram	\$ _____	\$ _____
12.	4 -	Cord Reel with lights Akron Model ECR-15 with SceneStar AC LED 120-volt light head. Reel to have 100' of 12/3 yellow 600-volt cord with 5-20 straight-blade duplex gang box and 5-20 household straight-blade plug	\$ _____	\$ _____
13.	1 –	Big Easy Public Safety Lock-out Tool KIT w/carry bag. (NO EXCEPTIONS)	\$ _____	\$ _____
14.	1 -	4"NH Long-handle Female X 5"Storz with cap	\$ _____	\$ _____
15.	2 -	6"NH Female X 5"Storz with Cap	\$ _____	\$ _____
16.	1 –	Fire Hooks Unlimited 36" Heavy Duty Bolt Cutters	\$ _____	\$ _____

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>EXTENDED PRICE</u>
17.	4 –	2 ½” Spanner Wrench / Hydrant Wrench Combination w/ Bracket. Red Head Model 148-3 with #105 hydrant wrench and two spanners or equivalent.	\$ _____	\$ _____
18.	2 –	5” Storz Spanner Wrench Set w/ Bracket. TFT A3810 or equivalent	\$ _____	\$ _____
19.	4 –	5” Storz to 4” Storz Adapter	\$ _____	\$ _____
20.	8 –	Stream Light Flashlight Survivor C4 LED Personal Flashlights w/ Charger (NO EXCEPTIONS)	\$ _____	\$ _____
21.	4 –	Stream Light Flashlight Vulcan C4 LED rechargeable (NO EXCEPTIONS)	\$ _____	\$ _____
22.	1 –	Akron Assault 2 ½” 4836 High Range Fog Nozzle w/red pistol grip and red bale to flow 300gpm at 75psi. Nozzle to have NCFD” and “TW203” engraved or etched on the Nozzle. (NO EXCEPTIONS)	\$ _____	\$ _____
23.	2 –	Sledge Hammer w/ Fiberglass Handle and 8lb head	\$ _____	\$ _____
24.	6 –	30” Fire Hooks Unlimited Pro-Bar 30 (NO EXCEPTIONS)	\$ _____	\$ _____
25.	2 –	K-Tool	\$ _____	\$ _____
26.	2 –	R-Tool	\$ _____	\$ _____
27.	1 –	Akron Assault 1 ¾” 4863 Mid-Range, 200gpm@75psi w/green pistol grip and green bail. Nozzle to have “ <u>NCFD</u> ” and “ <u>TW203</u> ” <u>engraved</u> or <u>etched</u> on the Nozzle. (NO EXCEPTIONS)	\$ _____	\$ _____

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>EXTENDED PRICE</u>
28.	1 -	Akron Assault 1 3/4" 4863 Mid-Range, 200gpm@75psi w/orange pistol grip and orange bail. Nozzle to have " NCFD " and " TW203 " engraved or etched on the Nozzle. (NO EXCEPTIONS)	\$ _____	\$ _____
29.	2 -	1 1/2" Pistol Grip Smooth Bore Nozzle with a 15/16" FDNY tip	\$ _____	\$ _____
30.	1 -	5" Hose Roller - TFT A3820 or equivalent	\$ _____	\$ _____
31.	4 -	Fire Hooks Unlimited Irons Strap Model ISS-82 (NO EXCEPTIONS)	\$ _____	\$ _____
32.	8 -	2 1/2"x50' White double-jacket lightweight polyester high-rise attack hose with thermo-polyurethane (TPU) lining. Firequip Attack/Lite Poly or equivalent. (PROVIDE HOSE SPECIFICATIONS AND FLOW DOCUMENTATION)	\$ _____	\$ _____
33.	2 -	5" x 25' rubber LDH Yellow supply hose w/Storz Connections Firequip Hydro Flow or equivalent (PROVIDE HOSE SPECIFICATIONS AND FLOW DOCUMENTATION)	\$ _____	\$ _____
34.	2 -	5" x 50' rubber LDH Yellow supply hose w/Storz Connections Firequip Hydro Flow or equivalent (PROVIDE HOSE SPECIFICATIONS AND FLOW DOCUMENTATION)	\$ _____	\$ _____

SHIPPING CHARGES (FOB Destination, North Charleston, SC) \$ _____

SUBTOTAL \$ _____

SC SALES TAX @ 8.5% \$ _____

TOTAL COST \$ _____

Firm Name _____

Mailing Address including zip code _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

Resident Vendor Preference Claimed _____ YES _____ NO If yes attach Affidavit.

By _____
(Signature) (Print or Type Name Above)

Title _____

Date _____

**CITY OF NORTH CHARLESTON RESIDENT VENDOR PREFERENCE
AFFIDAVIT**

Personally appeared before me _____ who, being duly sworn, certifies that the vendor identified in this bid/proposal response meets the following qualifications for the resident vendor preference: Has a principal place of business located within the corporate limits of the City of North Charleston. (A post office box or temporary construction or office trailer shall not be considered a place of business). Has a valid City of North Charleston business license and is in compliance with any state requirements or local ordinances regarding the type of business engaged in.

By this written claim bidder/proposer requests that the one percent (1%) resident vendor preference (not to exceed \$3,000.00) be exercised in consideration of contract award of this bid/proposal. Failure to complete and return this affidavit and a copy of your current City of North Charleston business license with your bid/proposal will result in not being eligible to receive the benefits of the resident vendor preference.

BUSINESS NAME: _____

NORTH CHARLESTON STREET ADDRESS: _____

SIGNATURE: _____ TITLE: _____

Sworn to and subscribed before me at _____ State of _____

this _____ day of _____ 20____.

Signature of Notary Public

Commission Expires

CERTIFICATION OF DRUG FREE WORKPLACE

The contractor certifies that he maintains a drug-free workplace and has or will establish a drug-free awareness program that informs employees about the dangers of workplace drug abuse; the contractor's intent to maintain a drug-free workplace; the existence of any available drug counseling, rehabilitation or employee assistance programs; and the penalties that may be imposed upon employees who abuse controlled substances in the workplace.

In the event of the Contractor's noncompliance with the drug free workplace certification of this contract, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further contract awards with the City of North Charleston.

By: _____

Title: _____

Date: _____

Official Address (including Zip Code) _____

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

In the event of the Contractor's noncompliance with nondiscrimination clauses of this contract, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further contract awards with the City of North Charleston.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

By: _____

Title: _____

Date: _____

Official Address (including Zip Code) _____

CERTIFICATION REGARDING ILLEGAL IMMIGRATION

The contractor certifies that he/she will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act no. 280) and agrees to provide to the City upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

By: _____

Title: _____

Date: _____

Official Address (including Zip Code) _____
