

# SPARTANBURG COUNTY, SC

## NOTICE OF RFP 20-12

Sealed bids for: **SPARTANBURG COUNTY WELLFORD LANDFILL EXCAVATOR REPLACEMENT**

Subject to the conditions on the reverse side hereof, and all provisions, etc. set forth herein and attached, will be received at:

County Purchasing office, Room 1220  
366 North Church Street  
Spartanburg, SC 29303

Or bids may be mailed to:

Spartanburg County Purchasing Division  
P.O. Box 5666  
Spartanburg, SC 29304

Bids must be received by: **11:00 AM, EST, November 29, 2011**, and then will be publicly opened.

The commodities and/or services must be furnished as described and specified, and delivered as specified. The prices bid must include all costs of transportation to the required destination. THE BID No: 20-12 and description: **SPARTANBURG COUNTY WELLFORD LANDFILL 4WD RUBBER TIRE LOADER** must be put on the outside of your envelope with your firm name and address

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### GENERAL DESCRIPTION OF COMMODITIES OR SERVICES

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SPARTANBURG COUNTY IS SEEKING PROPOSALS FOR THE  
SPARTANBURG COUNTY WELLFORD LANDFILL 4WD RUBBER TIRE LOADER REPLACEMENT  
REQUIREMENTS AND MINIMUM SPECIFICATIONS FOR THIS PROJECT WILL BE  
OUTLINED WITHIN THE RFP PACKAGE

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Bidder has examined copies of all Bidding Documents, the Advertisement for Bids, and of the following Addenda (receipt of which is hereby acknowledged):

**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**LUMP SUM BID PRICE:** \$ \_\_\_\_\_

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**NOTICE TO BIDDERS:** Bids must be submitted on this form. Bids made otherwise will be subject to rejection. Bid is to include all taxes including SC state sales tax.

#### BIDDER INFORMATION

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

Read instructions, conditions, and sign bid on the reverse side of this form.

#### INSTRUCTIONS TO BIDDERS

1. Unless otherwise required, submit one original and three copies of each bid.
2. Bids or withdrawal requests, received after the time advertised for opening, will be void regardless of when they were mailed.
3. Enter bidder's name on any specifications or descriptive papers submitted with this bid.
4. Show trade name or brand of any article included in the bid.
5. When required, furnish samples, free of expense, prior to the bid opening. Label each sample with bidder's name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 60 days following bid opening.
6. Show delivery time required after order is received (see bid below).

7. Address and mark bids as indicated in this notice.

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**CONDITIONS**

1. The County (Agency/Institution) reserves the right to reject any and all bids, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Time in connection with discount offered, will be computed from date of delivery of commodities to carrier, when inspecting and acceptance is at point of origin; or date of delivery at destination; or if laboratory inspection is made part of bid, from date of laboratory report.
4. In case of default by contractor, the County reserves the right to purchase any or all items in default on the open market, and charge the contractor with any excessive costs.
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
6. Prices bid must be based upon payment in thirty days.
7. The right is reserved, in case of tie bids, to make award as considered being most advantageous to County.
8. 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.
9. Unless otherwise indicated by County (Agency/Institution) prices must be firm.

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**BID**

Date: \_\_\_\_\_

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if this bid is accepted within 60 days of opening, to furnish any or all items quoted at the prices as set forth after the item and unless otherwise specified, within \_\_\_\_\_ days after receipt of order, delivered, all transportation costs included, for a lump sum of

\_\_\_\_\_.

\_\_\_\_\_  
(Bidder)

\_\_\_\_\_  
(Street or PO Box)

\_\_\_\_\_  
(City)

By: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

**RFP Number**  
**20-12**  
**A Request for Proposal**  
**County of Spartanburg, South Carolina**

**Sealed Proposals** will be received in the Purchasing Department, 366 N. Church Street, Room 1220, Spartanburg, South Carolina until **11:00 am, EST, November 29, 2011**. All interested vendors are invited to submit proposals to Spartanburg County for the following:

**Spartanburg County Wellford Landfill Excavator Replacement**

- Submit:** One (1) unbound Original and three (3) copies of the proposal must be received on or before 11:00 am, EST, November 29, 2011.
- Address To:** Spartanburg County Government  
Office of Purchasing  
Room 1220  
Attention: Lisa Coleman, Interim, Director of Purchasing
- Mailing Address:** P.O. Box 5666  
Spartanburg, South Carolina 29304
- Office Address:** 366 North Church Street  
Spartanburg, South Carolina 29303
- Tel./Fax/Email:** 864-596-2519 (telephone)  
864-596-2297 (fax)  
Email: [lc Coleman@spartanburgcounty.org](mailto:lc Coleman@spartanburgcounty.org)
- Mark Envelope:** RFP # 20-12 "Spartanburg County Wellford Landfill Excavator Replacement"

**Deadline Enforced**

**Proposals delivered after the time and date set for receipt of proposals will NOT be accepted and will be returned unopened to the proposer. It is the proposer's responsibility to ensure timely delivery of a proposal. Facsimile and other electronic forms of proposal will not be accepted.**

## **Introduction**

Any offer submitted as a result of this Request for Proposal (RFP) shall be binding on the proposer for sixty (60) calendar days following the specified opening date. Any proposal for which the proposer specifies a shorter acceptance period may be rejected.

This RFP provides basic information regarding the County's requirements. Services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed, shall be included in this submittal.

The words "Contractor", "Vendor", "Bidder", "Offeror", "Consultant", "Proposer", are used interchangeably throughout this RFP to define the companies submitting proposals.

If the Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the County of such error, in writing, and request modification or clarification of the document. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP or it shall be deemed waived.

The County reserves the right to reject any and all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the County.

This RFP is being issued by Spartanburg County Government, Department of Purchasing. Direct all questions or requests for clarification of this RFP, in writing, to: Lisa Coleman, Interim Purchasing Director, at the mailing address, telephone number, fax number, or email listed above. Vendors are specifically directed not to contact any other County personnel for meetings, conferences, or technical discussions related to this RFP, other than mandatory site visits as specified herein. Failure to adhere to this policy may be grounds for rejection of proposals.

Proposers are cautioned that any statements made by County staff persons, which may materially change any portion of the bid document, shall not be relied upon unless they are subsequently ratified by a formal written amendment to the bid document. Any revisions to this RFP will be issued and distributed as an addendum.

Offerors who are aggrieved in connection with the solicitation or award of contract may protest in accord with Spartanburg County Procurement Regulations. Protests shall be submitted in writing to the Procurement Director.

A proposal received by Spartanburg County is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. All information that is to be considered confidential and/or proprietary must clearly be identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped as **CONFIDENTIAL**, in bold font of at least 12-point type, in the upper right hand corner of the page.

## **General**

The Spartanburg County Wellford Landfill is seeking proposals for the purchase of one (1) latest production model available Excavator for use at the Wellford Landfill. The bid specifications for the rubber tire loader are listed below. Please indicate compliance with each specification by either checking yes or no. Each 'no' checked must include an explanation as to how your machine meets or exceeds the specification. Any specification marked as 'N' does not necessarily mean non-compliance.

## **Basic Specifications**

### **Compliance**

#### **Engine**

- yes\_\_\_ no\_\_\_ Net Rated Power (ISO9249) shall be no less than 271 hp (202 kW) @ 1,900 rpm
- yes\_\_\_ no\_\_\_ Engine must be certified to IT4 compliance
- yes\_\_\_ no\_\_\_ Engine shall have six cylinders and a displacement of no less than 549 cu in (9 L)
- yes\_\_\_ no\_\_\_ Engine shall have auto-idle mode to reduce engine speed when hydraulics are not in use to reduce fuel consumption and noise
- yes\_\_\_ no\_\_\_ Engine must come standard with remote diagnostic and fluid sampling ports to speed preventative maintenance and troubleshooting.
- yes\_\_\_ no\_\_\_ Engine must come standard with oil sampling valve
- yes\_\_\_ no\_\_\_ Engine oil interval shall have a scheduled 500 hour interval for reduced operating costs
- yes\_\_\_ no\_\_\_ Off-level capacity shall be no less than 35 degrees
- yes\_\_\_ no\_\_\_ The engine oil and fuel filters will be remotely mounted for ease of access
- yes\_\_\_ no\_\_\_ The engine accessory drive belt will have an automatic tension device to reduce maintenance costs

#### **Cooling**

- yes\_\_\_ no\_\_\_ The cooling system shall be cool-on demand, using a hydraulically driven fan that operates at variable speed to reduce fuel consumption and noise.
- yes\_\_\_ no\_\_\_ The radiator shall have no more than 10.2 fin per inch rating; the hydraulic cooler 10.2 fins per inch to resist plugging and for easier clean-out
- yes\_\_\_ no\_\_\_ The fan will have an optional reverser that will reverse direction and blow out the screens every hour. The feature can also be actuated by the operator at any time or it can be shut off.

#### **Power Train**

- yes\_\_\_ no\_\_\_ The excavator will have two speed propel with auto-shift for smooth and fast operation
- yes\_\_\_ no\_\_\_ The propel motor will be protected with a shield or guard
- yes\_\_\_ no\_\_\_ There will be three power modes and one work mode to simplify a variety of applications
- yes\_\_\_ no\_\_\_ The travel speed in low shall be limited to 2 mph (3.2 km/h)
- yes\_\_\_ no\_\_\_ The travel speed in high shall reach 3.1 mph (5.0 km/h)
- yes\_\_\_ no\_\_\_ Drawbar pull shall be at least 64,375 lb (29 200 kg) .

#### **Brakes**

- yes\_\_\_ no\_\_\_ The propel brake will be spring applied, hydraulically released
- yes\_\_\_ no\_\_\_ The swing brake will be spring applied, hydraulically released

#### **Hydraulic System**

- yes\_\_\_ no\_\_\_ The excavator will come equipped with a reduced-drift valve for boom down, arm in for full control
- yes\_\_\_ no\_\_\_ An auxiliary hydraulic valve section will be provided
- yes\_\_\_ no\_\_\_ Hydraulic sight gage shall be provided for quick daily checks to reduce operating costs.
- yes\_\_\_ no\_\_\_ The auxiliary hydraulic flow will be adjustable through the monitor
- yes\_\_\_ no\_\_\_ The excavator will be capable of boosting power to increase digging forces on the fly when needed
- yes\_\_\_ no\_\_\_ The hydraulic system will have a oil-sampling valve will be provided as standard equipment

- yes\_\_\_ no\_\_\_ Hydraulic oil filter shall be rated no more than 10 micron full -flow return filter with by-pass and will be vertically mounted to eliminate spills
- yes\_\_\_ no\_\_\_ Hydraulic return filter shall be positioned inside the hydraulic tank to protect from contamination when the hydraulic oil is changed.
- yes\_\_\_ no\_\_\_ Swing speed shall be capable of 10.7 rpm for maximum productivity
- yes\_\_\_ no\_\_\_ Swing torque shall be no less than 88,507 lb-ft (120 000 Nm)
- yes\_\_\_ no\_\_\_ Maximum system operating pressure for implement circuit (not including the power dig function) shall be no more than 4,975 psi (34 300 kPa) to minimize fatigue of the hydraulic components
- yes\_\_\_ no\_\_\_ Maximum system operating pressure for travel circuits shall be no more than 5,149 psi (35 500 kPa)
- yes\_\_\_ no\_\_\_ Maximum system operating pressure for swing circuits shall be no more than 4,830 psi (33 300 kPa)
- yes\_\_\_ no\_\_\_ The right joystick controller shall be pre-wired from the factory for auxiliary hydraulics
- yes\_\_\_ no\_\_\_ The boom and arm shall be equipped with standard welded bosses or attachment lugs for auxiliary high flow lines
- yes\_\_\_ no\_\_\_ Hydraulic oil change interval shall be 5,000 hours for reduced operating costs and increased productivity
- yes\_\_\_ no\_\_\_ The excavator hydraulic tank shall be cylindrical in shape to promote oil mix on return and minimize potential for leaks.

#### **Electrical**

- yes\_\_\_ no\_\_\_ The electrical system shall be 24 volt with 100 amp alternator
- yes\_\_\_ no\_\_\_ The circuits shall be blade type multi-fused
- yes\_\_\_ no\_\_\_ The battery shall have a positive battery cover
- yes\_\_\_ no\_\_\_ Two 12 volt batteries shall be provided with 1,400 cold cranking amps
- yes\_\_\_ no\_\_\_ Two halogen (or equivalent) work lights shall be provided; one mounted on the boom, one mounted on the frame.
- yes\_\_\_ no\_\_\_ Fuses shall be identified and color coded for correct amperage for fast replacement

#### **Operator Station**

- yes\_\_\_ no\_\_\_ The operator station shall be mounted on four silicone-filled cab mounts or equivalent to reduce noise, vibration and operator fatigue
- yes\_\_\_ no\_\_\_ The cab shall have an openable roof hatch to provide additional emergency escape path and clear visibility to overhead obstacles with a sunshade for operator comfort
- yes\_\_\_ no\_\_\_ The operator will be provided with a conveniently located tool to break the window in case of an emergency
- yes\_\_\_ no\_\_\_ The cab fresh air filter must be accessible from the ground and outside of the cab and not require any tools for removal.
- yes\_\_\_ no\_\_\_ Cab shall have a 12 volt, 60 watt, 5 amp cell phone power outlet
- yes\_\_\_ no\_\_\_ Seat shall be cloth, adjustable, with suspension, have no less than 10 1/2 inches of travel. Provide headrest and adjustable lumbar support with 4-in (100 mm) adjustable armrests
- yes\_\_\_ no\_\_\_ The control positions and the seat can be adjusted independently of each other for greater operator comfort
- yes\_\_\_ no\_\_\_ The cab shall have auto-climate control with heater, A/C and pressurizer
- yes\_\_\_ no\_\_\_ The monitor display will be color for easy reading and capable of multiple language display
- yes\_\_\_ no\_\_\_ System shall retain and display active fault codes and incidents related to machine operating outside of the specified parameter

- yes\_\_\_ no\_\_\_ The horn and travel alarm shall be operable while the machine is moving forward or in reverse
- yes\_\_\_ no\_\_\_ The A/C filters shall be easy to replace with no special tools required and shall have extended replacement intervals up to 500 hours.
- yes\_\_\_ no\_\_\_ Cab shall have a large beverage holder, and a hot/cold beverage box, installed at factory
- yes\_\_\_ no\_\_\_ Engine air cleaner restriction light shall be standard on the monitor
- yes\_\_\_ no\_\_\_ The cab shall have auto climate control to maintain a comfortable, programmable temperature for AC and heat
- yes\_\_\_ no\_\_\_ The windshield washer/wiper will have constant and intermittent speed
- yes\_\_\_ no\_\_\_ The right window of the cab must be glass
- yes\_\_\_ no\_\_\_ The machine performance and utilization data will be captured and stored by a data-acquisition system with software that can produce graphs showing machine utilization and performance history.

#### **Undercarriage**

- yes\_\_\_ no\_\_\_ The undercarriage will have two upper carrier rollers per side
- yes\_\_\_ no\_\_\_ The excavator will have front, center and rear track guides and eight lower rollers per side
- yes\_\_\_ no\_\_\_ The chain shall be sealed and lubricated and the track adjustment shall be hydraulic

#### **Upperstructure**

- yes\_\_\_ no\_\_\_ The bucket-to-arm joint shall be coated with an extremely wear resistant surface like Tungsten-Carbide thermal coating.
- yes\_\_\_ no\_\_\_ Booms, arms and mainframes shall be warranted for three years or 10,000 hours
- yes\_\_\_ no\_\_\_ The machine shall have oil-impregnated bushings to enhance durability and extend grease intervals to 500 hours on the arm-and-boom joint and 100 hours on the bucket joint.
- yes\_\_\_ no\_\_\_ The boom shall be reinforced with three welded bulkhead plates to deliver maximum strength and durability
- yes\_\_\_ no\_\_\_ The outer mainframe of the house shall be constructed with a reinforced D-channel for durability
- yes\_\_\_ no\_\_\_ The cab door, fuel cap and service doors and tool box shall be lockable.
- yes\_\_\_ no\_\_\_ Right and left hand mirrors shall be standard
- yes\_\_\_ no\_\_\_ A mirror shall be installed on the counterweight for additional visibility.
- yes\_\_\_ no\_\_\_ The batteries must be located in separate area other than a designated storage area or toolbox.
- yes\_\_\_ no\_\_\_ The machine swing bearing shall be equipped with 2 seals to reduce debris injestion and extend life.
- yes\_\_\_ no\_\_\_ The machine will have dirt seals on all bucket pins
- yes\_\_\_ no\_\_\_ For durability the excavator will have reinforced resin thrust plates

#### **Overall Machine Specs**

- yes\_\_\_ no\_\_\_ Standard minimum operating weight shall be no less than 76,557 lbs (34 726 kg) with 2.3 cu yd, 54 in bucket; 13 ft 1 in (4 m) arm; 15,274 lb (6928 kg) counterweight and 32 in (800 mm) triple semi-grouser shoes
- yes\_\_\_ no\_\_\_ Overall height to top of cab shall be no more than 10 ft 4 in (3.14 m)
- yes\_\_\_ no\_\_\_ Counterweight clearance shall be 3 ft 10 in (1.18m)
- yes\_\_\_ no\_\_\_ Vandal locks shall be provided for the cab door, service doors and fuel cap and tool box

### Operating Specifications

- yes\_\_\_ no\_\_\_ The SAE arm digging force with 10 ft 6 in (3.2 m) arm shall be no less than 39,930 lb (177.6 kN)
- yes\_\_\_ no\_\_\_ The SAE bucket digging force with 10 ft 6 in (3.2 m) arm shall be no less than 50,628 lb (225.2 kN)
- yes\_\_\_ no\_\_\_ Lifting capacity over side @ ground level 25 ft (7.5 m) reach with 10 ft 6 in (3.2 m) arm, shall be no less than 11,598 lb (5395 kg)
- yes\_\_\_ no\_\_\_ Maximum digging depth with 10 ft 6 in (3.2 m) arm shall be not less than 24 ft 3 in (7.38 m)

### Additional Requirements

- yes\_\_\_ no\_\_\_ Successful bidder must maintain a dealership/service facility within 50 miles of the Welford Landfill
- yes\_\_\_ no\_\_\_ Successful bidder must maintain a parts depot within 200 mile of the Wellford Landfill
- yes\_\_\_ no\_\_\_ Bucket size shall be 60"
- yes\_\_\_ no\_\_\_ Machine shall be equipped with a four (4) tine main pin hydraulic thumb

### General Terms and Conditions

**Purchasing Regulations:** This solicitation is subject to the provisions of the Spartanburg County Government's Purchasing Regulations and any revisions thereto. A copy of Purchasing Regulations may be obtained by contacting the Department of Purchasing (864) 596-2519. Spartanburg County reserves the right to negotiate and contract with any individual firm deemed suitable to provide the services required. At the County's discretion, one or more firms may be engaged for this work.

**Applicable Laws and Compliance:** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of South Carolina. The contractor shall comply with applicable federal, State, and local laws and regulations. By submitting this proposal, the vendor certifies it is currently and will remain in compliance with:

The Federal Civil Rights Act of 1964, as amended;  
The Federal Immigration Reform and Control Act of 1986;  
The Americans with Disabilities Act

**Public Record:** Upon award, copies of the proposals will be made available for public inspection, under the supervision of County Purchasing Department staff, from 8:30 a.m. until 5:00 p.m., Monday through Friday, at 366 N. Church Street, Room 1220, Spartanburg, South Carolina.

**Debarment Status:** By submitting a proposal, vendors assert that they are not currently debarred from bidding on contracts by any agency of the State of South Carolina, nor are they an agency of any person or entity currently debarred from submitting proposals on contracts by an agency of the State of South Carolina.

**Payment Terms and Invoices:** Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or owner accepted delivery of goods and services, whichever occurs last. Partial payment requests are to be submitted on the AIA Document G703. Invoices must show the contract or purchase order number assigned by the Spartanburg County Purchasing Department and shall be submitted by the contractor to

**Vendor Qualification:** The Spartanburg County Government may make such reasonable investigations, including inspections of the vendor's physical plant, as deemed proper and necessary to determine the ability of the vendor to

perform stipulated contract work and the vendor shall furnish the Spartanburg County Government all such information and data for this purpose as may be requested.

**Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Spartanburg County Government.

**Changes to the Contract:** By written notice to the contractor, Spartanburg County Government may, from time to time, make changes within the general scope of the contract. The contractor shall promptly comply with such written notice. Any such notice which causes an increase or decrease in the contractor's cost of performance shall be redressed through a negotiated, equitable adjustment in the payment rate, and the terms of the contract shall be modified accordingly.

**Entire Contract:** The entire contract entered into by the Spartanburg County Government and the contractor shall consist of this Request for Proposal, any addendum issues, and the proposal submitted by the vendor. Collectively these materials shall comprise the Contract Documents.

**Default:** In case of failure to deliver services in accordance with the contract terms and conditions, Spartanburg County Government, after written notice, may procure services from other sources and hold the contractor responsible for any resulting additional expense.

**Termination of Contract:** The performance of work under the contract may be terminated by the County, in whole or in part, whenever the County determines that termination is in the County's best interest. Unless otherwise noted in this solicitation, any agreement entered into as a result of this solicitation may be terminated by the County without penalty upon thirty (30) days notice, in writing, prior to the effective date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the County in whole or in part whenever the County determines in its sole discretion that the selected consultant is not performing as set out in the contract. Any such determination shall be effected by the delivery to the vendor of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendor and subcontracts; and settle all outstanding liabilities and claims.

**Indemnification:** The selected consultant covenants to save, defend, keep harmless, and indemnify the County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however caused, resulting from, arising out of, or in any way connected to the selected consultant's negligent performance or nonperformance of the terms of the contract.

**Insurance:** The vendor shall procure and maintain during the life of the contract, Insurance Coverage for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the vendor's obligations, with a carrier authorized to conduct business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf shall be furnished to the County by the successful bidder.

- A. Commercial General Liability: The contractor shall maintain insurance for protection against all claims arising from injury to person or persons and against all claims resulting from damage to any property due to any act or omission of the vender, his agents, or employees in the operation of the work or the execution of this contract.

Bodily Injury (Injury or Accidental Death) and Property Damage \$1,000,000 per occurrence

- B. Comprehensive Automobile Liability: The contractor shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage \$1,000,000 Combined Single Limit

- C. Worker’s Compensation: The contractor shall maintain Worker’s Compensation Insurance within statutory limits for all employees who are in any way connected with the performance of work under this agreement. Such insurance shall comply with all applicable State laws.
- D. Professional Liability Insurance: If providing a professional service, the vendor shall maintain Professional Liability Insurance to cover errors, acts of omission by the vendor, its agents and representatives in the performance of obligations.

Professional Liability Insurance \$1,000,000 per occurrence

- E. Employers Liability Insurance \$500,000 each accident  
\$500,000 disease, each employee  
\$500,000 disease policy limit

- F. Umbrella Policy: \$5,000,000

Vendors must provide the County with a Certificate of Insurance showing proof of insurance as is acceptable to the County. Certificates that release the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. Vendor and/or its insurers are responsible for payment of any liability arising out of Workers’ Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers licensed to operate in the State of South Carolina by the South Carolina Department of Insurance unless otherwise accepted by the County. Insurance should be placed with insurers possessing a current A.M. Best’s rating of not less than A: VIII.

Workers’ Compensation policies are to be endorsed to include a waiver of subrogation in favor of the County, its officers, officials, employees and agents.

For Automobile and General Liability insurance, the successful vendors shall name the County, its officers, officials, employees and agents as Additional Insured with respect to liability arising from the performance of work contained in this proposal.

All insurance policy requirements shall contain a provision that coverage afforded under the policies will not be cancelled unless and until a thirty (30) day prior written notice has been provided the County. Should vendor cease to have insurance as required during any time, all work of vendor pursuant to this agreement shall likewise stop until insurance acceptable to the County is secured.

The vendor must agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

The vendor shall agree to cause each subcontractor employed by vendor to purchase and maintain insurance of the type specified herein, unless the vendor's insurance provides coverage on behalf of the subcontractor. Evidence of subcontractor insurance shall be made available to the County upon request of the County.

**Independent Consultant:** The selected vendor shall be legally considered an independent consultant and neither the vendor nor its employees shall, under any circumstances, be considered employees of the County; and the County shall at no time be legally responsible for any negligence or other wrong doing by the vendor or its employees. The County shall not withhold from the contract payment to the consultant any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to consultant. Further, the County shall not provide to the vendor any insurance coverage or other benefits, including Worker's Compensation.

**Audit:** The contractor hereby agrees to retain all books, records, and other documents relative to this engagement for five (5) years after final payment for services. Spartanburg County Government, its authorized agents, and agents of the State and federal government shall have full access to documents and the right to examine any materials during the said period.

**Fraud Policy:** Vendors submitting proposals to Spartanburg County Government must review the County's policy related to fraudulent activities and acknowledge their responsibilities for protection against acts of fraud in the conduct of business.

**Additional Information:** Spartanburg County Government reserves the right to seek clarification of information, request information deemed missing from the proposal, or request additional information as may deemed necessary or desirable.

**Vendor Obligation:** In submitting a proposal, the vendor covenants that he/she has satisfied him/herself of the conditions to be met in this solicitation, that he/she is fully aware of obligations contained herein, and that he/she will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

**Availability of Funds:** By signing this proposal, the vendor agrees that the Spartanburg County Government shall be bound only to the extent funds are available and appropriated by the duly elected body of Spartanburg County for the purpose of any resultant contract.

**Notice of State Sales Tax:** Failure to include all service costs, including any applicable South Carolina State sales tax will result in the disqualification of the vendor.

**Form of Proposal:** All proposals shall be submitted in one original and three copies. All proposals shall be returned in a sealed envelope or package by the date and time shown on the RFP cover sheet prepared by the Office of Purchasing. All RFP's shall be returned to the Spartanburg County Office of Purchasing, 366 North Church St, Spartanburg, South Carolina 29303. Bids received by facsimile or by electronic transmission will not be accepted.

**The Spartanburg County Council reserves the right to accept or reject any or all RFP's, parts thereof, and to waive any technicality when the best interest of the County shall be served.**

**Spartanburg County**  
Contractor's Fraud Acknowledgement Form

<b>Bid No: 20-12</b>
<b>Bid Name: Spartanburg County Wellford Landfill Excavator Replacement</b>
<b>Bidder Information:</b> Contractor: _____ Address: _____ City, State, Zip: _____ Contact: _____ Telephone: _____ Email: _____

The signature below acknowledges that I am aware of and have read the Spartanburg County Fraud Policy adopted by Spartanburg County Council on July 18, 2005. As a contractor/vendor engaged in a business relationship with Spartanburg County, I understand that I am responsible for aiding in the protection against fraudulent acts (which are defined in the Fraud Policy) by complying with all aspects of the Fraud Policy.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date Signed

Copies of Spartanburg County's Fraud Policy can be obtained as follows:

1. Spartanburg County's website at [www.spartanburgcounty.org](http://www.spartanburgcounty.org) under the link to Auditor/Internal. Request a copy from Internal Audit at 596-3538.

**STATE OF SOUTH CAROLINA**

**COUNTY OF SPARTANBURG**

**LOSS PREVENTION  
ELIGIBILITY REQUIREMENTS**

**WHEREAS**, Spartanburg County is often required to contract or retain independent contractors and vendors to perform maintenance, repair, construction and demolition services for or on behalf of the County for the public good, welfare and safety; and

**WHEREAS**, when independent contractors and vendors undertake to provide such work and services for the County, the risk of liability for accidents and incidents involving county personnel and property as well as private citizens and property may arise as a result of the activities of such independent contractors and vendors and their agents and employees; and

**WHEREAS**, to protect the County employees and County property as well as private citizens and private property from loss that may occur from the activities of independent contractors and vendors, the County has determined that all such independent contractors and vendors should be properly insured and/or bonded and should warrant their compliance with OSHA and other applicable safety standards.

**NOW THEREFORE**, to establish eligibility for contracting with the County or to qualify for the performance of certain work or services for or on behalf of the County, the undersigned independent contractor or vendor, agrees, affirms and warrants as follows:

1. That the undersigned independent contractor or vendor warrants and affirms that it shall comply with OSHA and other applicable safety standards for any work or services that may be performed by the employees of the independent contractor or vendor during the course of work or services for the County.
2. That the undersigned independent contractor or vendor warrants that it is properly bonded and/or maintains adequate liability insurance to cover any and all damages, losses, claims or costs, whether involving County personnel or property, private parties, private property or businesses, that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor for the County.
3. That the undersigned independent contractor or vendor warrants and affirms that it maintains adequate workers compensation insurance to cover any and all damages, losses, claims by any employee that may arise or occur during the course of any work, services or activities by the independent contractor or vendor.
4. Notwithstanding any other provision or agreement, the undersigned independent contractor or vendor indemnifies and holds Spartanburg County harmless from any and all claims, damages, losses or costs that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor during the course of any construction, maintenance, repair or service of County facilities, buildings, property and equipment including demolition and removal of unsafe structures.

**INDEPENDENT CONTRACTOR/VENDOR**

By: *X*

Date:

Its:

Company Name:

Address:

Telephone:

Facsimile:

**INSTRUCTIONS:** County departments should have this form signed by each independent contractor and vendor before awarding any contract or before commencement of work. The original should be kept on file or delivered to the Risk Manager.

# Proposal Price Sheet

## PROPOSAL 1

Net price per unit including all charges except tax \$ \_\_\_\_\_

Deliver charges if not included above \$ \_\_\_\_\_

Training cost if not included above \$ \_\_\_\_\_

Miscellaneous charges if not included above \$ \_\_\_\_\_

Sub Total = \$ \_\_\_\_\_

Applicable S.C. Sales Tax on unit (6%) \$ \_\_\_\_\_

Grand Total \$ \_\_\_\_\_

## PROPOSAL 2

Sub Total \$ \_\_\_\_\_

Allowance for trade in of Samsung Excavator \$ \_\_\_\_\_

Sub Total including deduction for trade in \$ \_\_\_\_\_

Applicable S.C. Sales Tax on unit (6%) \$ \_\_\_\_\_

Grand Total \$ \_\_\_\_\_

## ADDITIONAL COSTS

Cost for an extended warranty \$ \_\_\_\_\_  
(Provide details of extended warranty)

## VENDORS LIST

**Blanchard Machinery**  
ATT: Rodney Satterfield  
224 Neely Ferry Rd  
Simpsonville, SC 29680  
(864) 304-7119  
[rsatterfield@blanchardmachinery.com](mailto:rsatterfield@blanchardmachinery.com)

**Flint Equipment Company**  
ATT: Sean Smith  
116 Corporate Drive  
Simpsonville, SC 29681  
(864) 963-5835  
(864) 444-3647  
[ssmith@flintequipco.com](mailto:ssmith@flintequipco.com)

**Linder Industrial Machinery**  
525 Old Jones Road  
Greer, SC 29651  
(864) 877-8962

**ASC Construction Equipment**  
407 Oak Road  
Piedmont, SC 29673  
(864) 704-1060